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The Solicitors' Journal

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Current Topics.

Unintelligible Tax Laws.

LEGISLATION BY reference is always to be deplored and, when that legislation relates to taxation, Mr. Justice ROWLATT's description of it as a "crying scandal" seems to be well deserved. His lordship was referring especially to s. 21 of the Finance Act, 1922, as amended by s. 31 of the Finance Act, 1927, but his remarks might apply with equal force to nearly all the income tax provisions. Mr. Justice ROWLATT is not by any means the first learned judge to protest against the unintelligibility of our taxing statutes. Lord WRENBURY said: "I defy anybody, reading the Acts, involved, complicated, and numerous as they are, to rise from his studies with anything but a headache," and most practitioners would not challenge the defiance. Lord WRENBURY, in *The King* v. *The Kensington Income Tax Commissioners*, referred to the case as affording "a striking illustration of the involved and almost unintelligible expression of the law contained in the statutes relating to income tax." In a later case (*Great Western Railway Company* v. *Bater*) his lordship said that, as a member of the Joint Committee of both Houses of Parliament to which was referred the Bill which became the Income Tax Act, 1918, he sought to deal with the language of confusion of the Acts to be consolidated, but he found it impossible to do so. The Chancellor of the Exchequer frequently refers to the Committee appointed for the simplification of income tax law, but it must be remembered that in this connexion the word "simplification" is relative. The Committee is appointed to re-write the Acts as they stand at present, not to suggest amendments of the law, and it is highly probable that, when the new Act ultimately finds its way to the Statute Book, a fresh harvest of cases in the courts will be necessary to decide the meanings of important terms such as "income," "residence," and so forth as found in their new settings.

Autrefois Convict.

Nemo debet bis vexari pro una et eadem causa—no one ought to be twice troubled with one and the selfsame action—is an established principle of English common law, and a successful plea of *autrefois convict* or *autrefois acquit* is a complete defence to a renewed indictment in respect of the one offence, an essential being that the charge in each case is substantially the same. In this connexion the three convictions recently suffered by a motorist, on the one journey, for driving without a road fund licence is of interest. The driver, a lady, drove from Hampton, Middlesex, to Woodbridge, Essex, and after being reported at West Ham and Dunmow, was fined half a guinea in the former place and ordered to pay four shillings costs in the latter. On the following day, when returning, she was reported at Much Hadham with the result that a penalty equivalent to one month's licence was imposed. It was argued on the lady's behalf before the magistrates in this last case that there could be only one offence and that for that she had already been convicted. It is conceded that the three offences in question were of the same kind, but that the last two penalties were imposed in respect of entirely new offences, each of which was not bound up with or in any way connected with the others, and which could have been avoided by abstaining, at whatever inconvenience, from using the motor-car until the necessary licence had been procured. If the view were held that only one conviction could be incurred when the journey and time taken were very limited, it is easily conceivable that subsequent efforts would be made to extend journey and time while conserving the one penalty, and so lead to an absurd result. Counsel for the county council submitted that when the car had stopped and re-started a new journey had begun, and the magistrates accepted this view.

Hyde Park as a Disgrace to Civilisation.

SINCE THE acquittal of Sir LEO MONEY and MISS SAVIDGE it appears there has been no prosecution under the regulation forbidding acts likely to offend against public decency in Hyde Park. Seeing that there were previously thirty to forty convictions every month, it is obvious that police supervision has been very much relaxed. The Home Secretary is much troubled by this state of things, but it really only indicates that policemen also are human. Some, no doubt, are afraid of handling these difficult cases, others perhaps are a little sulky because of the public disapprobation which has been so freely expressed lately. But as time passes things will again settle down, and officers anxious to do their duty will do so fearlessly. All that is required is that they should be dead sure of their facts before arrest, and many cases are so flagrant that they can secure a conviction on evidence involving not the slightest exaggeration; that they should present their evidence temperately, without yielding to the impulse to grow more and more positive and detailed under the stress of cross-examination; and if they fail, in the opinion of the magistrate, to prove the case, to accept his verdict with equanimity. What perhaps troubles them more than anything, however truthful and straightforward they may be, is their dread of appeals. An officer then is faced with a second trial, when his memory is less clear, when he will be badgered upon the slightest discrepancies in his evidence, and the defendant has had time to find an explanation for every adverse point in the case. It is a trying prospect which makes the boldest quail. It would be far more satisfactory if, in this class of case, where the accused pleads not guilty, he should be committed for trial by jury, and the

trial expedited in every possible way. There would be the added advantage that the judges of fact being never the same twice, no fear could arise in the minds of the officers that they would have to face a tribunal antecedently inclined to a certain attitude of mind towards them, either by reason of having heard them many times before in the witness-box, or of a particular way of viewing their action in such cases.

Actual Bodily Harm as Ground for Separation Order.

At the Lambeth Police Court on the 22nd June, a woman applied for a separation order on the ground that her husband had been guilty of persistent cruelty. The summons was dismissed on the ground that the cruelty had not been "persistent." There was some discussion between the solicitor and the magistrate whether, seeing that the husband had been summarily convicted of the indictable offence of assault occasioning actual bodily harm (or of maliciously inflicting bodily harm—the report is not precise), a separation might be granted on the ground of aggravated assault. Both the solicitor and the magistrate appear from the press report of the case to have been under the impression that such an order was not lawful where the conviction had been by a court of summary jurisdiction, though lawful if it had been on indictment. Careful consideration of the sections, however, shows this view to be unduly narrow. A separation may be given on the ground of a conviction on indictment of "assault," and it has been definitely held, in *R.* v. *Knowles*, 1900, 65 J.P. 27, that the conviction need not be for common assault, but that the order may be made on conviction on indictment of other offences which include an assault. There the offence was throwing vitriol with intent to burn. A separation may also be granted on conviction, necessarily summary, of an "aggravated assault . . . within the meaning of s. 43 of the Offences against the Person Act, 1861." Such an assault is defined by that section as an assault on a woman or child "of such an aggravated nature that it cannot be sufficiently punished under the provisions as to common assault and batteries." An assault occasioning actual bodily harm answers that description exactly; and the decided case is hardly necessary to reinforce the commonsense view that the greater includes the less. It would be lamentable if a mere change in the procedure should have the consequence of depriving an injured wife of her rights. Of course the law is to be observed strictly in matters of jurisdiction. Here, however, there is no need to do the slightest violence to make the new law fit the old case, and it is contrary to sound canons of construction to assume that any person is deprived of a right *per incuriam*, unless such a conclusion is unavoidable.

The Moneylenders' Burden.

The case of *Verner-Jeffreys* v. *Pinto*, before Mr. Justice Clauson on the 3rd inst., raises an interesting and important point with regard to the interpretation of s. 5 (3) of the Moneylenders Act, 1927. The sub-section in substance prohibits the employment by a moneylender of an agent or canvasser for the purpose of introducing clients to him, and in the above case the plaintiff, who had borrowed money from a firm of moneylenders, requested the firm in writing to introduce her to another moneylender from whom she could obtain money to meet her obligations to them. In the result she was introduced to the present defendant, and she now claimed a declaration that the moneylending transaction with him in a bill of sale on her furniture in respect of a loan of £500 was illegal, and the bill of sale void, and that the transaction was harsh and unconscionable. The defendant, in evidence, denied that the firm or the firm's manager had, in introducing the plaintiff to him, acted as his agents within the meaning of s. 5 (3) of the Act, but Mr. Justice Clauson was of opinion that the defendant's contention that the sub-section was only applicable to an agent or canvasser as such was incorrect, and said that the manager of the firm clearly acted as canvasser in contravention of the sub-section. The whole transaction was, therefore, illegal, and the bill of sale void. His lordship referred to the serious effect of sub-s. (3) with regard to moneylenders if his view was correct, and added that if he were wrong the case could be taken to a higher authority. It is a little difficult to appreciate why, when by s. 5 (1) of the Act an advertising moneylending circular may be sent to a person requesting the same in writing but not otherwise, the same principle does not apply where a written request has been made for an introduction, as in the present case. Moreover, in this case, can the defendant be said to have "employed" the firm or its manager to canvass for him? No consideration passed; and if they did so act it was by the express request of the plaintiff, not the defendant. The moneylenders' lot under the new Act, with the difficulties of interpretation, the restrictions on advertising, and the various penalties, promises to be, as no doubt it is intended, far from a happy one.

Revenue Laws of Foreign Countries.

It has been for a long time a recognised principle of law that the courts will not enforce the revenue laws of a foreign country, though strangely enough there is no direct decision on this point, all that can be cited in support of the proposition being the various *dicta* of the judges. It should be noted however that the principle has been considered as applying not only to states which are "foreign" in the strict sense of the term, but also to territories which are regarded as "foreign" according to the principles of private international law, as applied by our courts, viz., territories which are not subject to the municipal laws of this country, e.g., a colony or protectorate. The case which perhaps best illustrates the principle is *Municipal Council of Sydney* v. *Bull*, 1909, 1 K.B. 7. In that case an Act of the Legislature of New South Wales had authorised the municipal council of the City of Sydney to carry out certain street improvements and imposed on the owners of the property within the improvement area a liability to contribute towards the cost of the works, it being further provided that the sums payable should be recoverable by action in addition to being recoverable by distress. In an action brought in this country to recover from an owner the amount of contributions due, it was held by Grantham, J., that the action would not lie on the ground, *inter alia*, that it was an action to enforce the revenue laws of another country. The incompetency of the action in the above case was also based on the ground that the action was a "mixed" action relating to land situated abroad, and that point in itself was sufficient to decide the question of incompetency. Reference may also be made to *Huntington* v. *Attril*, 1893, A.C. 150, where the Privy Council expressed the opinion that the revenue laws of a foreign country will not be enforced by our courts, when it approved the *dicta* of Gray, J., in the American case of *Wisconsin* v. *The Pelican Insurance Co.*, 127 U.S. (20 Davis) 265, the passage from Mr. Justice Gray's judgment which was cited with approval being in the following terms: "The rule that the courts of no country execute the law of another applies not only to prosecutions and sentences for crimes and misdemeanours, but to all suits in favour of the state for the recovery of pecuniary penalties in respect of any violation of statutes for the protection of its revenue or other municipal laws and judgments." The above principle has now received direct judicial recognition in the decision lately given by Tomlin, J., in *H.M. The Queen of Holland* v. *Drukker and Others*, when his lordship held that an action in this country by the Queen of Holland, suing as a married woman to recover from the defendant certain sums alleged to be due to her by virtue of certain fiscal laws of Holland, imposing dues on the estates of deceased persons of Dutch nationality and domicile, was held to be incompetent on the ground of being an action which sought to enforce the revenue laws of a foreign country.

A Doctor and an Attempted Suicide.

A DOCTOR who professionally attended a patient suffering from wounds, self-inflicted in an attempt to commit suicide, has been censured in various quarters for his failure to report the occurrence to the police. It is certainly not the moral duty either of priests, lawyers, or doctors to make public the lapses of their penitents, clients, or patients, as the case may be, which they may learn professionally, but it is arguable that everyone has some duty to help to maintain law and order, which is violated by the deliberate concealment of an offence even without "compounding," i.e., taking advantage of it. In the case of felony such concealment is the common law misdemeanour known as "misprision of felony," which will be found discussed in *Williams* v. *Bayley*, 1866, L.R. 1, H.L. 200. "Stone" devotes three lines to it, in definition only, and Lord WESTBURY in the above case, stated that, even then, it had "fallen into desuetude." Prosecutions, in fact, are practically unknown. Suicide is of course felony, but attempted suicide is misdemeanour only: see *R.* v. *Doody*, 1854, 6 Cox. C.C. 463. The offence of "misprision of misdemeanour" does not appear to be known to our law, so the doctor in question seems at present on fairly safe ground, even assuming against him that the patient was not suffering from temporary insanity when he committed the act. Neither doctors nor priests have professional privilege in the witness-box, a matter fully discussed, with references to the authorities, in a note in 71 SOL. J., at p. 885. The Bill to give such privileges has not of course been passed since that note was written. A full discussion of a doctor's duty in reference to another offence, namely abortion, will be found in "Taylor's Medical Jurisprudence," 8th ed., vol. 2, pp. 141-3, from which a dictum of AVORY, J., appears to be in some conflict with the considered opinion of the Royal College of Physicians. This body takes the oath of Aesculapius very seriously, and of course it is right that it should do so. The obviously crucial instance is that of venereal disease, and it is now realised that anything which hinders a sufferer coming to a doctor with the same promptitude and confidence as an accused person resorts to his solicitor, is harmful in the long run, for quick treatment is an essential feature of the cure of such diseases. Roman Catholics claim that priests have on occasion gone to prison on committal for contempt, rather than violate their penitents' confessions; it would be of interest to have chapter and verse for this. Doctors apparently still await their martyr for his oath.

Industry and Sport.

THE RIVAL claims of the above have to be considered in reference to the provisions of allotments and playing fields, but the controversy manifests itself in court chiefly in connexion with fishing. In a recent case at Lancaster the Lune Board of Fishery Conservators issued four summonses against a firm of dyers for causing to flow into Newton Beck matter which was injurious to fish life. Water taken from near the factory was found to contain so much alkali and chloride of lime that yearling trout died within fifteen minutes of being put into it. The prosecutors alleged that in spite of promises the defendants had failed to adopt any method of rendering their effluent innocuous to fish. The defendants contended that they had done all in their power to prevent pollution, and complained of a persecution and vindictive vendetta. After a long hearing the bench decided to convict, and imposed fines amounting to £1 15s. with £40 costs. The Wolverhampton Corporation were also recently charged by the Trent Fishery Board with causing pollution of the river Penk. The Board's case was that the Corporation's filter beds were sewage locked and that sewage, accumulated in storm water reservoirs, had been suddenly released. Thousands of fish had thus been suffocated by crude sewage, and the river was filthier than it had been for twenty-five years. The Corporation's defence was that (*a*) they were protected by their private Act of 1891, which empowered them to put sewage into tributaries of the Penk on certain conditions; (*b*) their private Act was not repealed by the later public general statute, viz., the Salmon and Freshwater Fisheries Act, 1923. The Staffordshire county magistrates upheld the latter contention, and dismissed the case.

Maintenance of Highway.

THE COURT OF APPEAL recently laid down an important qualification to the principle that where there is a statutory obligation to maintain a highway that obligation is not to be regarded as being enlarged owing to changed conditions in the nature or volume of traffic so as to cast a duty upon those responsible for the maintenance of the highway to construct and maintain a different type of highway sufficient for the volume of traffic then existing (*Manchester Corporation* v. *Audenshaw and Denton Urban District Councils*, 72 SOL. J. p. 452). Although there may be a common law obligation on persons who, under statutory authority, interrupt a highway for their own purposes, not only to construct but also to maintain such works as may be necessary to restore to the public the use of the highway so interrupted, yet where such an obligation is imposed by statute its nature and extent must be determined according to the statute itself. As Lord PARMOOR said in *Sharpness New Docks and Gloucester and Birmingham Navigation Co.* v. *Att.-Gen.*, 1915, A.C., at pp. 669, 670:—"It is one thing to rely on a common law principle where a statute is silent. It is quite another thing to invoke a common law principle in order to impose an obligation different from and in addition to the obligations which are defined by the statute as those subject to which a company may interfere with a highway." And, in referring to the extent of such an obligation imposed on a company or person by statute, Lord PARMOOR said in the same case (*ib.*, at p. 669):—"There is, I think, no principle of construction by which an obligation to maintain, support and repair a particular fabric can be enlarged into an obligation to reconstruct or rebuild the fabric in such a way that it is materially different in strength, size or otherwise from the particular fabric the subject of the obligation. The standard by which the obligation is to be judged is neither the ordinary traffic when the [highway] was constructed nor the ordinary traffic of to-day but [according to the terms of the obligation itself]." A similar question arose in *Manchester Corporation* v. *Audenshaw and Denton Urban District Councils, supra*. In that case the Manchester Corporation was under a statutory obligation to maintain a road which was ordered to be substituted in lieu of one which had been submerged by the corporation in connexion with the construction by them of certain waterworks, the statute requiring the road to be maintained according to certain specifications, and the point was raised whether the corporation was liable to maintain the road only according to the words of the Act, which imposed the obligation, or whether, on the other hand, they were liable to maintain it so that it should be up to date and adequate for present-day traffic. The Court of Appeal, while holding that the liability of the corporation was to be measured according to the former standard, nevertheless held that the road had to be continually maintained in that condition so that the corporation was bound to place the road in the requisite condition at shorter intervals and thus incur a greater expense, if this was made necessary by reason of present-day traffic. It will thus be seen that if this principle is correct the growth and alteration of traffic might indirectly increase such a statutory obligation since, although the person or authority responsible is not bound to make a different type of highway, it is nevertheless bound to repair the highway at more frequent intervals, if this is necessitated by the increased volume or the altered character of the traffic.

Country Planning: The Preservation of Our Heritage.

(*Continued from p* 445.)

II.

We have discussed some of the aspects of the problem arising on the best use of our land without spoiling the face of it, and mentioned various modern statutes dealing with it. To these must of course be added the Advertisement Regulation Act of 1907, s. 2 (2) of which gives local authorities power to make bye-laws "for regulating, restricting or preventing the exhibition of advertisements in such places and in such manner or by such means as to affect injuriously the amenities of a public park or promenade, or to disfigure the natural beauty of a landscape." This has recently been supplemented by the Advertisements Regulation Act, 1925, extending the power so as to prevent disfigurement of the views of rural scenery from roads, railways, public places, and water, or injury to the amenities of villages, historic or public buildings, monuments, or any place frequented by the public solely or chiefly on account of its beauty or historic interest. The two Acts should certainly suffice for their purpose if local authorities make proper and vigorous use of their powers. The 1907 Act, it may be added, was judicially considered in *United Bill Posting Co.* v. *Somerset County Council*, 1926, 95 L.J., K.B. 899, in which it was held that a bye-law was not void for uncertainty because it neither defined nor specified "landscapes of natural beauty." The court held that, if the plaintiffs could not recognise a landscape of natural beauty when they saw it, they erected hoardings at their own risk—a decision manifestly in harmony with the spirit of the Act.

The statutory restrictions on ugly advertisements have not yet been extended to ugly erections of direct utility, such as petrol pumps, factory chimneys, rows of box-like houses, or garish bungalows, and the inherent difficulties of such extension are now manifest. Petrol stations demand a double right of way to and from the highway, and, where such right of way does not exist, concession of it could be made subject of bargain, but such cases are likely to be in the minority. The problem of adjusting the rights of owners and the public is of course difficult and controversial. The suggestion may be made that the owners of land who have reasonable regard to the public demand for enjoyment, and refrain from disfiguring it, should have the benefit of any future rebate in rates and taxes in priority to those who use their heritage strictly as a source of profit or private enjoyment, without regard to any other consideration.

In connexion with the tendency to recognise the public's need of holiday places, reference must be made to ss. 193 and 194 of the Law of Property Act, 1925, but having regard to the official construction of s. 193 as evidenced by the remarkable and perhaps unique corrigendum in the form of a comma, it cannot be said to be a benefit to the public otherwise than of extremely narrow scope. Without the comma, s. 193 might be construed so as to apply to all manorial waste wherever situate, and the rights of access for air and exercise which it gives would be extremely valuable. With the comma, assuming that judicial notice should be taken of it, the concession only extends to manorial waste wholly or partially situated within a borough or urban district, and is therefore trifling. There is of course the strong authority of Lord Esher in the Court of Appeal that stops are no part of an Act of Parliament: see *Duke of Devonshire* v. *O'Connor*, 1890, 24 Q.B.D. 468, at p. 478, and if this was followed, the official correction would be valueless. Whether the matter will ever be tested remains to be seen. If, as appears to be the case, it was not the intention of Parliament to extend the privilege to all manorial waste, and it is held that, whatever Parliament may have intended, its pronouncement by Act is otherwise, probably an amending statute would have to be passed, but the public might gain something on the bargain for allowing it to pass uncontroversially. It may be added that the privilege of s. 193 extends to land which may be specially dedicated for the purpose by a lord of the manor or other landowner, but it does not seem likely that the public will gain much on this head. For unselfish landowners will probably continue to allow trespassers to roam over waste lands without binding themselves in this way, and selfish ones will naturally ignore the statute. Section 194, which restricts inclosures on commons, may to some extent control the lord of the manor's right of "approvement," though this seems already sufficiently restricted by s. 2 of the Law of Commons Amendment Act, 1893, forbidding approvement unless made with the consent of the Minister of Agriculture. On the whole, therefore, the provisions in the Law of Property Act purporting to benefit the public have a very limited scope.

Various attempts to enlarge public rights have from time to time been made by Members of Parliament, and the Access to Mountains Bill, presented at least twenty years ago, provided that, subject to certain provisions to prevent the operations of poachers, or wilful damage, no owner or occupier of uncultivated mountain or moorland should be entitled to exclude any person walking or being on such land for the purposes of recreation or scientific or artistic study. This Bill, of course, has never become law. Were it to be passed, and having regard to the fact that there would seem no logical distinction between the case of mountain and foreshore, access to the latter for bathing, walking, or any lawful recreation might follow, the old rule in *Blundell* v. *Catterall* being removed by legislation. The decisions in the *River Mole* and *Stonehenge Cases*, quoted on p. 444, to the effect that no right of way can ever be gained to a particular spot, such as the top of a mountain, a waterfall, etc., have certainly deprived the public of valuable rights which they supposed they enjoyed, but could not now be over-ruled, even by legislation, without compensation to landowners. The comment may perhaps be made that a procession of local sots, tramping by a short cut from one public house to another, perhaps because the latter closed at a later hour, would receive more indulgence from the law than holiday-makers drawn from all over the world by the beauty of English scenery.

An existing *jus morandi* in the user of public roads is suggested by Phillimore, J., in *Hadwell* v. *Righton*, 1907, 2 K.B. 345, but is difficult to reconcile with *Harrison* v. *Duke of Rutland*, 1893, 1 Q.B. 142, and *Hickman* v. *Maisey*, 1900, 1 Q.B. 752, authorities to the effect that the roads may be used for passing and re-passing only. It is true that, in each of those cases, the road was being put to a very improper use, but there was no suggestion that a loiterer with an innocent motive would be regarded otherwise than as a trespasser. If it is unlawful for lovers to sit on stiles, or for artists to paint pictures by the roadside, or for the public similarly to picnic and park their cars there, probably the general consensus of opinion will be that the law should be altered to permit such things (within limits, of course). And the rights conferred by s. 193 of the Law of Property Act, 1925, in respect of manorial waste in towns, could without much injustice be extended to any manorial waste, where the value of sporting rights, as tested by payment of rates or otherwise, did not exceed a certain low minimum. The only commoners' right which might need safeguarding would be that of pasture, but any country common affords testimony that cattle and the public can simultaneously enjoy the use of the land in their own ways without interfering with each other. An extended use of waste land to the public, however, would probably have to be restricted to prevent damage by dogs.

Country planning must also ultimately involve, as legislators are beginning to discover, the whole scope of man's relations to the local wild fauna and even flora. In our own realm the conquest of the animal kingdom is almost complete, and laws

do not have to be made for the extirpation of wolves, bears or locusts, though an occasional weevil, pest or parasite is the subject of a statute, or of an order of the Minister of Agriculture under existing Acts. On the other hand, there is real anxiety as to the continuance of certain species of birds and butterflies, and the Wild Birds Protection Acts from 1880 onwards are directed to preserve a special feature of our heritage (for perhaps there is no such land for song-birds). Extension of such legislation to rare butterflies or even flowers may be a matter for the future. Man's disturbance of the balances of nature, however, will need careful watching. For example, he has wrought great destruction amongst the enemies of the house-sparrow, thereby enabling it to drive away smaller and more beautiful birds from our towns, and the German rat and little owl are undesirable aliens imported by him, who cannot now be made to submit to expulsion orders. No doubt those in charge of the nature reserves and bird sanctuaries which are now being established will see to it that useful birds shall not be exterminated, and that some even of the destructive ones shall continue their species.

Effect of Judgment against One Joint Tortfeasor.

If there is one principle that the English lawyer accepts as axiomatic it is that a judgment obtained against one joint wrongdoer is a bar to an action against the other for the same cause, even although such judgment remains unsatisfied. This doctrine, enunciated as early as 1606 in *Brown* v. *Wootton*, Cro. Jac. 73, received the approval of the Court of Exchequer Chamber in *Brinsmead* v. *Harrison*, L.R. 7 C.P. 547. Apparently there were those who regarded the principle as something of a novelty, for an old commentator says that "it was never pretended, until the case of *Brown* v. *Wootton*, that a *bare judgment* should be a bar." There is no novelty about it now, however; it is firmly embedded in the law, and, as an English lawyer would contend, is based upon logical reasoning which is irrefragable, namely, that by the mere fact of judgment having been obtained against the wrongdoer first sued, the cause of action for the wrong done has become merged in the judgment, and, consequently, there is nothing upon which the second action can be based. In a famous case the late Earl of Halsbury said that the law is not logical; in this matter it is, but is it right? It is not without significance that the United States Supreme Court long ago declined to follow the English rule in this matter. In *Lovejoy* v. *Murray*, 3 Wallace 1, it was decided that "a judgment against one joint trespasser is no bar to a suit against another for the same trespass. Nothing short of full satisfaction, or that which the law must consider as such, can make such judgment a bar." In the course of his judgment in that case, Miller, J., said: "In all such cases, what has the defendant in such second suit done to discharge himself from the obligation which the law imposes upon him to make compensation? His liability must remain, in morals and on principle, until he does this. The judgment against his co-trespasser does not affect him so as to release him on any equitable consideration. It may be said that neither does the satisfaction by his co-trespasser, or a release to his co-trespasser do this; and that is true. But when the plaintiff has accepted satisfaction in full for the injury done him, from whatever source it may come, he is so far affected in equity and good conscience, that the law will not permit him to recover again for the same damages. But it is not easy to see how he is affected until he has received full satisfaction, or that which the law must consider as such." During the present year the precise point has come before the Court of Session in Scotland for the first time in *Steven* v. *Broady Norman & Co.*, 1928, S.C. 351, where, after a full argument and examination of all the relevant authorities, the Second Division declined to accept the rule as laid down in England, and decided that the fact that a decree has been obtained against one of a number of joint and several obligants does not preclude a fresh action being brought against the others, if satisfaction has not been obtained under the first decree. The Lord Justice-Clerk, who delivered the leading judgment, said, referring to the English doctrine that the second action was precluded because "that which is uncertain is reduced *in rem judicatam* to certainty, which takes away the action against the others," that he failed to see how that principle could apply to those who were not parties to the judgment. So far as they were concerned, the plaintiff had no higher security conferred on him by the earlier decree. In the result he said that he was unable "to affirm the existence of any such inflexible rule of law as that for which the defenders contend. I may add that that appears to be a just result. I cannot doubt that, if the doctrine contended for by the [appellants] were to be held to be part of the law of Scotland, it might, and in many cases would, result in hardship and inequity. It may well be that the court will not be disposed, speaking generally, to look with favour on a second action based on precisely the same ground as an earlier action, and will carefully scrutinise the averments made in the latter suit before allowing it to proceed; but that, if the circumstances warrant that course, the court has power to permit a second action on the same ground, I have for the reasons which I have stated, no doubt at all." So once again we find a doctrine, the truth of which is treated as self-evident by the lawyers of one country, rejected by the lawyers of another country as not only not self-evident but as based upon a complete fallacy and as inequitable. Logic may possibly be on the side of the English rule; justice and equity are decidedly against it.

A Conveyancer's Diary.

Auctioneer's Authority to Sign Contract for a Purchaser.

On a sale by auction of an interest in land the auctioneer is authorised by the purchaser (as well as by the vendor) to sign a memorandum of the contract for the purpose of L.P.A., 1925, s. 40 (formerly s. 4 of the Statute of Frauds): *Emmerson* v. *Heelis*, 2 Taunt. 38, 47; *Earl of Glengal* v. *Barnard*, 1836, 1 Keen 769. But that authority, being in its origin simply an authority to write down a bidding called out by an intending purchaser, is confined to the making of a minute or record at the time and as part of the transaction: *Bell* v. *Balls*, 1897, 1 Ch. 663. "I do not see," observed Stirling, J. (*ib.*, at p. 671), "that the nature of the proceeding justifies the implication of an authority to make a memorandum, except at a time when the writing down can fairly be held to be a part of the sale. If the auctioneer were allowed to record the bidding at a later time evils might arise similar to those which the Statute of Frauds was intended to prevent." Accordingly, in that case, the court held that, as the auctioneer had purported to sign the memorandum as agent for the purchaser, *a week after the sale*, and notwithstanding that the purchaser had repudiated the purchase immediately after the actual sale, his authority had ceased: *cf.*, *Buckmaster* v. *Harrop*, 1807, 13 Ves. 456, 473, in which the court insisted that the written memorandum should be "cotemporary."

In *Chaney* v. *Maclow* (*Times*, 4th inst.), Maugham, J., in a considered judgment, applied the above principles to the following facts: Property was knocked down at a sale by an auctioneer to the purchaser on a bid of £650, and the auctioneer or his clerk immediately wrote down the purchaser's name in the particulars. After the sale the auctioneer left the auction mart and went to his office, where he was then told that the purchaser had refused to sign the contract because of a special

condition as to road-making charges. The auctioneer thereupon signed the memorandum as agent for the purchaser, thinking that, in due course, the purchaser would come and pay the deposit and sign the memorandum.

The court held that, in the circumstances, the auctioneer's signature could fairly be regarded as a part of the sale.

The case is obviously a borderline one. It can be distinguished from *Bell* v. *Balls*, *supra*, because, first, the purchaser had not repudiated the contract; and, secondly, the fact that the auctioneer had left the auction room should make no difference provided that the signature is obtained on the day of the sale and it would have raised no question had the auctioneer signed in the auction room. In other words, the signature in this case was substantially part of the sale.

Validity of a Gift for the Maintenance of Graves.

An important decision on the validity of a legacy for the maintenance of two graves was given by Romer, J., in *Re Chardon*, 1928, 1 Ch. 464. The legacy was in the following terms: "I give unto my trustees the sum of two hundred pounds free of duty upon trust to invest the same upon any of the investments hereinafter authorised, and pay the income thereof to the S.M. Cemetery Co. . . . during such period as they shall continue to maintain and keep the graves of my great grandfather and the said P.N. in the said cemetery in good order and condition with flowers and plants thereon as the same have hitherto been kept by me." If default was made, the trustees were to pay the income as if it had arisen from the residuary estate. The following arguments were advanced against the validity of the gift:—

(1) That it constituted an attempt to make property inalienable;

(2) That it was bad as pointing to a perpetuity; the interest given was an indeterminate interest which did not vest within the prescribed period, hence was void;

(3) That there are fundamental differences between real and personal property, one of these being that it is impossible to separate the legal from the equitable interest in personal estate for a longer period than a life in being and twenty-one years; and

(4) That this was an attempt to create an interest in personal estate which is unknown to the law.

Romer, J., held that all these contentions failed.

(1) The fund was not inalienable; the Cemetery Company and the residuary legatees were in a position freely to alien it.

(2) The rule against perpetuities does not deal with the duration of interests but with their vesting; the interest of the Cemetery Company vested at once.

(3) There was no authority for the third proposition.

(4) The interest given to the company was not an absolute interest, but one which was analogous to a determinable fee in real estate, and there did not seem to be any rule to forbid the creation of such an interest.

Accordingly the disposition was valid.

The decision opens up numerous possibilities for making dispositions which in the past have not as a rule been adopted. Hitherto the original gift and the gift over on default have been in favour of charities, so as to avoid any question as to perpetuities.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22 Lincoln's Inn Fields, W.C.2; and throughout the country.

Landlord and Tenant Notebook.

Statutory Tenants and the Landlord and Tenant Act, 1927.

Opinions at the moment differ as to the position of a statutory tenant of premises within the Rent Restrictions Acts in relation to the Landlord and Tenant Act, 1927. Is such a person entitled to claim rights, to compensation for improvements or goodwill, or to a new lease conferred by Pt. I, of the latter Act? In order to examine this question it is necessary to consider the nature of the so-called statutory tenancy, and also the definition of "tenant" and "lease" in s. 25 (1) of the Landlord and Tenant Act, 1927.

For the meaning of a "statutory tenant" one cannot do better than refer to the judgment in *Keeves* v. *Dean*; *Nunn* v. *Pellegrini*, 1924, 1 K.B., at p. 690, of Bankes, L.J., who said: "[The expression 'statutory tenant'] is really a misnomer for *he is not a tenant at all*; although he cannot be turned out of possession so long as he complies with the provisions of the statute *he has no estate or interest in the premises such as a tenant has*. His right is a purely personal one, and as such, unless the statute expressly authorises him to pass it on to another person, must cease the moment he parts with the possession or dies." Whether the concluding sentence however, is reconcilable with later decisions such as *Roe* v. *Russell*, and *Gidden* v. *Mills*, is open to some doubt, but in any case the determination of this point is not material for our purpose.

The following points therefore, should be carefully noted with regard to the statutory tenant, viz.: (1) that he is not a tenant; (2) that he has no estate or interest in the premises; and (3) that he is not in possession by virtue of, or under, any contract.

If one examines the definitions of "tenant" in s. 25 (1) of the Landlord and Tenant Act, 1927, it will be observed that that expression is to be given a very wide meaning since "tenant" is defined as "any person entitled in possession to the holding under any contract of tenancy, whether the interest of such tenant was acquired by original contract, assignment, operation of law or otherwise." Can a statutory tenant be said to be a "person entitled to possession of the holding under any contract of tenancy," since these words are the operative words in the above definition? It is submitted that a statutory tenant does not come within the above description, since although he is entitled to possession he is so entitled solely by virtue of the protection against eviction afforded him by the Rent Restriction Acts.

On the other hand, if by a stretch of language it could be said that a statutory tenant is "entitled to possession under a contract of tenancy," then it is equally clear a statutory tenant would satisfy the definition of "tenant" in the Landlord and Tenant Act, 1927, since it is immaterial in such a case whether the tenancy was acquired by "original contract, assignment, operation of law, or *otherwise*."

In any event, however, the definition of tenant in the Landlord and Tenant Act, 1927, must be read together with the definition of "lease" in that Act, and the definition of the latter expression it is submitted, clearly goes to show that a statutory tenant, even if he is a "tenant" cannot have any rights under the Act, and for the following reasons: Section 17 of the Landlord and Tenant Act, 1927, provides that the holdings to which (Pt. I) of the Act applies, are any premises held under a "*lease*," and according to s. 25 (1) "lease" is defined as a "lease, underlease or other tenancy, assignment operating as a lease or underlease, or an agreement for such lease, underlease, tenancy or agreement." It is impossible, however, to say that the statutory tenant is in possession of premises *held under a lease*, so that during the period of the occupation of the premises by a statutory tenant the premises *quâ* the statutory tenant would be taken out of the operation of the Act.

Our County Court Letter.

THE HOUSING ACT, 1925, AND FEE FARM RENT-CHARGES.

A QUESTION of priorities of charges upon property was considered in *Bristol Corporation* v. *Virgin and Others*, 44 T.L.R. 546. The defendant Virgin was the grantee at a fee farm rent of £3 a year of a dwelling-house in Bristol, and the other defendants were the mortgagees of the property and the grantor of the rent-charge, which had been created in 1905, when the house was built. The defendant Virgin as grantee had covenanted to pay the rent-charge, and to keep the house in repair, and the grantor had a right of re-entry for non-payment of the rent-charge or other breach of covenant. The premises having fallen into disrepair, the plaintiffs served a statutory notice upon the defendant Virgin, and in default of compliance executed the work themselves at a cost of £60 10s. The Housing Act, 1925, s. 3 (3), provides that any such expenses incurred by a local authority may be recovered in a court of summary jurisdiction, and until recovery of such expenses and interest the same shall be a charge on the premises. The plaintiffs, therefore, sued in the County Court for a declaration: (1) That they were entitled under the last-named section to a charge on the premises; (2) that such charge ranked in priority (*a*) to the security of the defendant mortgagees, and (*b*) to the fee farm rent of the third defendant. The position of the latter was governed by certain sections of the Law of Property Act, 1925, viz., s. 1 (2) (*b*), which provides that a perpetual rent-charge in possession is a legal interest in or charge over land: s. 205 (1) (xxiii), which provides that rent-charge includes a fee farm rent; s. 121, which confers remedies for non-payment by distress and a right to receive the rents. His Honour Judge Parsons held, that the plaintiffs were entitled to the charge, but that the priorities were as follows: (1) The fee farm rent; (2) the statutory charge; (3) the mortgage.

The Divisional Court allowed the appeal against this decision, and held that the statutory charge ranked not only before the mortgage, but also in priority to the fee farm rent. Mr. Justice Salter observed that apart from authority the charge might appear to be merely one which the defaulting owner could give, and not one capable of overriding existing charges. It was clear, however, from decisions on similar words in earlier statutes, that there was no such restriction on the operation of the charge. In *Tottenham Local Board of Health* v. *Rowell*, 15 Ch. D. 378, the Court of Appeal construed a provision of the Local Government Act, 1858, to the effect that certain expenses for street works should be a charge on the premises in respect of which they were incurred. Lord Justice James observed that it was not unreasonable for the Act to provide, in default of other remedies, that the onus should fall, not upon any particular interest, but upon the whole property which has had the benefit of the improvements. The position of a mortgagee had been considered in *Birmingham Corporation* v. *Baker*, 17 Ch. D. 782. The defendant contended that the charge for expenses of sewering, under the Public Health Act, 1875, s. 257, was imposed only upon the "owner," i.e., the mortgagor or the freeholder, and not upon a mortgagee by demise such as the defendant. Sir George Jessell, M.R., held that the charge was on the total ownership, i.e., on the respective interest of every owner for the time being in proportion to his interest.

The Divisional Court held it to be an immaterial distinction that the above interests postponed to the statutory charge were created by grant, whereas the fee farm rent was created by reservation. Mr. Justice Talbot also held that there was only a technical distinction between an owner of a fee farm rent and an owner in fee simple, subject to a term of 2,000 years, as in *Paddington Borough Council* v. *Finucane*, 1928 W.N. 100, which is also a decision on the Housing Act, 1925, s. 3 (3), and was followed in the recent case.

"LEGAL PARABLES."

A Series of Legal Parables or Moral Stories for Solicitors will be published from time to time in "The Solicitors' Journal," the first of which, "The Parable of the Two Wills," will appear in our next issue.

Practice Notes.

MAINTENANCE OF PROPERTY CLAIMS.

UNDER r. 8 of No. V of Sched. A, claims may be made in respect of the maintenance expenses of "any land (inclusive of farm-houses and other buildings, if any) or house, *the assessment on which is reduced for the purpose of collection*." It will be seen, therefore, that in law no claim may be made when the gross Sched. A assessment has not been "reduced" by the allowance of a deduction in respect of repairs. When the rent equals or exceeds the gross assessment no repairs allowance is granted, and, consequently, no relief can be claimed for maintenance expenses under the section. In practice, however, the Revenue authorities do permit such claims to be preferred, provided that any excess of the rent over the gross Sched. A assessment, which must be neglected as far as the ordinary claim is concerned, is taken into account. A simple illustration may be of assistance. Suppose the gross Sched. A assessment of a residence to be £60 and the rent actually paid £85. The amount of the assessment in this case is more than one-fifth below the rent and no repairs allowance can be claimed and both gross and net assessments are £60. If the normal amount which could be claimed by way of maintenance is £30, repayment will be made by concession of tax on £5, i.e., £30 less £25, which is the amount by which the rent exceeds the gross Sched. A assessment. The effect of the allowance is that the owner bears tax on the actual income he receives, viz., £85, less £30, equals £55.

DIVORCE.

IN a recent undefended case, on taxation, the registrar disallowed the wife's costs, occasioned by amendment of the prayer to her petition from one for judicial separation to one for dissolution against the husband in accordance with the settled practice in the Registry, and on the authority of *Cartledge* v. *Cartledge*, 1862, 4 Sw. & Tr. 249. (The wife, having pondered the reported remarks of one of the judges of the division upon the unsatisfactory nature of judicial separations, had been moved on the day the case was in the list to amend. This necessitated an adjournment for notice to be given to the respondent, and the expenses of the witnesses were therefore incurred twice over.) On appeal the wife's costs were allowed. The judge refused to follow *Cartledge's Case*, saying that the costs were in the discretion of the court, and that each case depended upon its merits, and that a decision upon the facts of one case would not be binding upon the facts of another, and he allowed the appeal upon the principle.

THE ORGANISATION OF A SOLICITOR'S OFFICE.

The third article of this series is unavoidably held over until next week.—ED., *Sol. J.*

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered gratis. All questions should be typewritten (in duplicate), addressed to—The Assistant Editor, 29, Breams Buildings, E.C.4, and should contain the name and address of the subscriber. In matters of urgency, answers will be forwarded by post if a stamped addressed envelope is enclosed. No responsibility is accepted for the accuracy or otherwise of the replies given.

Sale of Land by Company—Concurrence of one Trustee for Debenture-holders—Whole of Purchase Money to be paid to Company.

Q. 1316. The abstract of a company's title to certain freehold land discloses that the company had issued mortgage debentures and executed a trust deed in favour of trustees for the debenture-holders upon certain trusts, including a trust for sale which was to arise in certain events therein specified, none of which has happened. One of the two original trustees died in 1922, and no trustee has been appointed in his place. The surviving trustee being satisfied with the other security for the debenture-holders has agreed that the whole of the purchase money for part of the land comprised in the trust deed shall be paid to the company or prior mortgagees. The sale will, therefore, not be effected under the trusts for sale in the trust deed, but in effect the purchase money will be paid to the company by the direction of only one trustee. In these circumstances it is thought there are "no proceeds of sale or other capital money" within the meaning of sub-s. 2 of s. 27 of the L.P.A., as amended by the L.P.A., 1926, so as to require the appointment of an additional trustee to direct or consent to the payment of the proceeds of sale, and this view seems to be supported by the concluding words of the sub-section, but confirmation is desired.

A. There is nothing in the extract above to give the trustees or a trustee power, as against their beneficiaries, the debenture-holders to release the mortgaged premises in favour of the company, without consideration. In some model trust deeds a company has power to release certain premises if others as valuable are substituted, see for example that in "Palmer," vol. iii, cl. 19 or 41, 13th ed., pp. 333, 348. That, however, only applies if such new security is actually given. If there is no substitution, therefore, all the money should be received on behalf of the debenture-holders (requiring the appointment of a new trustee) unless it is devoted to paying off a prior incumbrance. If it is wholly so devoted, and the prior incumbrancer has no charge on the company's property other than on that comprised in the trust, deed the opinion is here given that the single trustee may validly concur.

Vendor and Purchaser—Stamp on Title Deed—Adequacy—Voluntary Conveyance *inter vivos*—F.A., 1910 (1909-10), s. 74.

Q. 1317. An assignment of leasehold property from a husband to his wife, in 1910, was expressed to be made in consideration of the assignees' covenant to pay the ground rent and perform the lessees' covenants in the lease and bears a 10s. stamp, which was not adjudicated. On objection being taken that s. 74 (2) of the F.A., 1910 (1909-10), required the duty on such a disposition to be adjudicated, the vendor's solicitor replied, that, having regard to the condition of the property immediately after the passing of this Act, no substantial benefit was conferred on the assignee, and her covenant to pay the rent and perform the lessees' covenants was sufficient consideration in itself. In view, however, of the decision of Mr. Justice Warrington, *In re Weir and Pitt's Contract*, 1911, 55 Sol. J., 536 (which seems to be the only report of this case), the purchaser's solicitors do not appear to be entitled to press their objection, though they have satisfied themselves that the deed was stamped after execution when the Inland Revenue authorities might have required the duty to be adjudicated. An opinion is invited, whether in view of the authority cited, a purchaser is not concerned to see that a voluntary conveyance, after 1910, bears an adjudication stamp, even where the deed has obviously not been stamped with *ad valorem* duty.

A. The case cited above is somewhat difficult to reconcile with the very definite provisions of s. 74 (2). The learned judge, however, had that sub-section before him when he pronounced his decision, and its authority is conclusive in favour of the vendor. The opinion here given, therefore, is that the purchaser must accept the title, and run such risk as he may of a higher court agreeing with the doubt expressed above.

Land Transfer Act, 1897—Sale by Surviving Proving Executor.

Q. 1318. A, by his will, appointed his wife B, his daughter C, and his daughter D, when she should attain twenty-one years of age, executors and trustees, and directed them to sell so much of his property as was necessary to pay debts, etc., and to stand possessed of the residue in trust for B for life, with remainder to C and D in fee simple. A died in August, 1924, and his will was proved by B and C, power being reserved for D, who was still a minor. B died in December, 1924. The only estate remaining is a house in which C and D have resided since testator's death, and they now wish to sell this. D has recently attained the age of twenty-one—since the L.P.A.

(1) Is it necessary for D to prove the will in order to make title?

(2) If not, how can title be made?

A. If there was no assent prior to 1926, by conduct or otherwise, to the devise to C and D in fee, C alone, as the surviving proving personal representative of A, can make a good title to a purchaser. The sale will be under the L.T.A., 1897 (not repealed as to deaths prior to 1926), and D need not prove (Conveyancing Act, 1911, s. 12 also not repealed as to such deaths). If there was an assent prior to 1926 the property vested in C upon the statutory trusts (L.P.A., 1925, Sched. I, Pt. III, para. 2), and she can sell (after appointing an additional trustee).

Workmen's Compensation Acts—Loss of One Eye—Earning Capacity.

Q. 1319. On the 22nd March, 1927, A (an infant), while working for B (a motor and cycle engineer), was struck in the right eye by the spoke of a bicycle wheel, which caused a perforating injury resulting in traumatic cataract and the loss of the sight of the right eye. A was totally incapacitated from the date of the accident until the 23rd May, 1927, on which date he resumed his ordinary work with B. During the incapacity A received the proper compensation under the Act, and on resuming his work he was paid his full wages. On the 24th November, 1927, a declaration of liability was filed at the county court. The agreement signed by A's father as next friend, and B, stated that in the event of A becoming totally or partially incapacitated for work as a result of the injury A shall be entitled to compensation under the Workmen's Compensation Acts, the amount of such compensation to be ascertained failing agreement, by arbitration under the Acts, which compensation B hereby admits he is liable to pay. Shortly after this agreement had been filed, B gave A notice to leave, not on account of the injury, but because trade was bad. A has been out of work ever since with the exception of one or two short periods. It cannot be

said that A has been unable to obtain work on account of the loss of the eye, but simply on account of the absence of work. What, however, is A's position generally ?

(1) Is he entitled to any other compensation for the loss of the eye beyond that which he received during the period of incapacity ? He is greatly handicapped as the result of the loss of the right eye, although at the moment it cannot be stated that his earning capacity has been affected.

(2) What would the position be if A lost the sight of the other eye, either as the result of an accident within the Act or not ? By having already lost one eye he would become totally incapacitated. The position taken up by B is that A has received all that he is entitled to under the Act, and that it has not yet been proved that A's earning capacity has been affected. This may have been so while A was working for B, but now that A is out of employment has the position so far as liability is concerned been affected ?

(3) Is A, quite apart from any question of wages, entitled to compensation for the loss of the eye ? Surely the loss of the eye itself affects the earning capacity.

A. A is only entitled to further compensation so far as the loss of the eye has affected his earning capacity. It will be a question of fact for the county court judge as to whether A's inability to obtain employment is (*a*) due only to the state of the labour market, in which case A will be unable to obtain compensation (*Cushion* v. *Tredegar Iron Co.*, 20 B.W.C.C. 454) ; or (*b*) due to his being an " odd lot," in which case A will be able to obtain compensation (*Palmer* v. *Crawshay Bros.*, 19 B.W.C.C. 164). If A loses the sight of the other eye as the result of an accident (*a*) within the Act, he will be able to recover as for total incapacity against the employer under whom he suffered the fresh accident ; (*b*) outside the Act, he will be unable to recover additional compensation from the first employer, as the additional injury is from a supervening cause (*Aston Coal Co.* v. *Stancil* (No. 2), 20 B.W.C.C. 198). B's liability is not affected unless it can be shown that A's blindness in one eye is noticeable, and therefore a reason why A cannot get employment, viz., as an " odd lot " in the labour market. A is not entitled to any compensation for the loss of the eye apart from any question of wages. He must show that his wages are in fact lower by reason of the loss of the eye.

Husband and Wife—House taken in Wife's Name, partly with Husband's Money—Death of Wife, leaving all her Property to her Husband—Title.

Q. 1320. About twenty years ago A bought a leasehold house, partly with his own money and partly through a building society, the lease being granted to his wife B. B did not execute any declaration of trust. A paid the ground rent, and all outgoings, but B paid about £30 for qualification shares in the building society, in which she subsequently invested other moneys. A and B lived in the house until B's death. B died in 1927, leaving A her sole executor to whom she devised and bequeathed all her real and personal estate, of which, however, presumably the house did not form part. Upon a sale by A of the house, what evidence of his right to sell can the purchaser require ?

A. The question as to whether the husband made an implied gift to the wife does not here appear to be material, for, if he cannot make title in his own right, he can do so either as her executor, or, if he assents to the universal devise to him, as devisee, subject, of course, to any actual legal charge held by the building society. The title through the wife could certainly be forced on a purchaser, for the husband as vendor would be estopped from asserting that in his own right.

Mortgage—Debenture Trust Deed secured on Club Property—Trustees of Deed also Trustees for Members—Procedure.

Q. 1321. Freehold land was conveyed in the year 1896 to A, B, C and D as joint tenants and in the conveyance is contained a declaration by them, and the survivors of them to stand seised of, or interested in, the hereditaments upon trust to hold the same for the members for the time being of a certain club, and to sell, assign, convey, mortgage, assure or otherwise deal with the same as the members of the club in general meeting should direct. Subsequently, the club raised debentures upon the security of the club land and property. By a trust deed to secure the debenture-holders A, B, C and D in pursuance of the club's resolutions, declared themselves to stand possessed of and interested in the said hereditaments upon the following trusts, that is to say, upon trust by sale or mortgage of the said premises to secure, raise and pay unto the debenture-holders the moneys advanced by them, and subject thereto upon trust for the members for the time being of the said club. Arrangements were recently made with the club's bankers to pay off the debentures by an overdraft. This has been done and the bank now requires a legal charge on the club's premises. The members have passed a resolution authorising the club premises to be mortgaged to the bank by way of legal charge. If the debenture trust deed is a mortgage how and what preliminary steps should be taken before a legal mortgage to the bank can be made.

A. The opinion has previously been given in these columns that a debenture trust deed in the form stated above is a mortgage within the L.P.A., 1925, 1st Sched., Pt. VII, see answer to *Q.* 1007, p. 842, vol. 71. Accordingly, A, B, C and D took a term under para. 1, and they took the estate in fee simple, subject to the term as trustees for sale, under para. 3 and Pt. IV, para. 1 (1), the incumbrancers not being prejudiced, see para. 1 (8). Such difficulty as may be felt in the above circumstances arises from the fact that the incumbrancers and trustees for sale are the same persons, but they hold in different rights, and, their interests not merging in equity, do not do so in law, see s. 185. The opinion is therefore here given that payment off can be made and the mortgage discharged in the usual manner by the statutory receipt under s. 115 (1) (*a*), executed by all the trustees, which will merge their term in their freehold estate, held in trust for sale. When they have done this, they can mortgage that estate by legal charge, see answers to *QQ.* 170 and 242, vol. 70. Perhaps they can do this by their inherent power as such trustees to mortgage, but no doubt the bank will require proper evidence of the resolution, and may be advised to have a recital of it.

Agricultural Holding—Restriction on Notice to Quit—Agricultural Holdings Act, 1923.

Q. 1322. (i) Is a notice to quit an agricultural holding otherwise valid invalidated by reason of having been given by the landlord after he had entered into a binding contract for the sale of the holding, and, if not invalidated, can the purchaser enforce it ?

(ii) If the circumstances mentioned above do not invalidate the notice, does a sub-sale invalidate it, and, if not, can a sub-purchaser of part of the holding enforce it ?

(iii) Is it material to (i) and (ii), *supra*, whether actual completion is effected before or after the expiry of the notice ?

A. (i) The opinion is expressed that the notice would be valid, there being nothing in s. 26 of the Agricultural Holdings Act, 1923, to invalidate a notice given after contract, and, that the purchaser could, after taking his conveyance, but not before, enforce the notice, though the latter point is not expressly covered by s. 141 of L.P.A., 1925.

(ii) No, it is not invalidated, because the original purchaser did not give the notice. Under s. 26 of the Agricultural Holdings Act, 1923, it is only a sale by the person who gave the current notice which invalidates it. (Though not directly in point, see *Rochester and Chatham Joint Sewerage Board* v. *Clinch*, 1925, W.N. 110.) The sub-purchaser can enforce the notice : L.P.A., 1925, s. 140.

(iii) We think it is not material when completion is effected.

It might be advantageous to get a written agreement from the tenant, if a friendly party, in terms of s. 26 of the Agricultural Holdings Act, 1923, to cover the questions of the invalidation of the notice as far as possible.

Obituary.

Mr. C. G. ALGAR.

Mr. Claudius G. Algar, solicitor, a deputy alderman of the ward of Candlewick, died suddenly in his office, Martin-lane, Cannon-street, on Tuesday, the 26th ult. Though Mr. Algar had been in uncertain health for some time, few expected that the end was so near. He had been a member of the City Corporation for nearly forty years, and during that period had exercised considerable influence over its affairs. He was chairman for several years in succession of the Bridge House Estates Committee, and pioneered the schemes for the rebuilding of Southwark Bridge, the enlargement of Blackfriars Bridge, and the construction of St. Paul's Bridge, and, although many of these schemes bristled with difficulties and met with considerable criticism in some quarters, he was successful in smoothing away all opposition by his tactful mediation.

Deputy Algar entered the court for the first time in 1891, and was a member of only three years' standing when he was elected to serve on the Law and City Courts Committee. He had a remarkable grasp of the intricacies of local government administration, and played a prominent part in connexion with the fusion of the Lord Mayor's Court with the City of London County Court. An active member on the old Local Government and Taxation Committee, he rendered great assistance to the corporation in opposing several Railway Bills in Parliament which, if passed, would have had a very detrimental effect upon the City and its finances. He was a past-master of the Cooks and Joiners and Parish Clerks Companies, and had also been for many years the Vestry Clerk of St. Mary Abchurch, whilst he played a prominent part in the recent resuscitation of the old Ward Club in Candlewick. A sound lawyer and a good friend, by his death the City Corporation has lost one of its most able and enthusiastic corporators. H.

Mr. H. R. EVERITT.

Mr. Henry Reeve Everitt, solicitor and notary public, died at Oulton Broad, Lowestoft, on Thursday, the 28th ult., aged sixty-one. Mr. Everitt was admitted in 1890 and practised at Norwich and Lowestoft as a member of the firm of Watson & Everitt. He was usually known by his pen name of Nicholas Everitt, being the author of several books, including "Broadland Sport," "British Secret Service" (written from his own experience in the service during the early part of the war), and "Round the World in Strange Company," and joint author with his partner, Doctor Ernest I. Watson, of "Shots from a Lawyer's Gun," a handbook dealing in a breezy fashion with sporting law, of which the sixth edition was published last year. He was honorary secretary of the Game Guild. H.

Mr. G. F. BEAUMONT.

Mr. George Frederick Beaumont, F.S.A., solicitor, of the firm of Beaumont & Son, of Great Coggeshall and Earls Colne (Essex), died on Friday, the 1st June, at the age of seventy-one. Educated at Felsted School, he was admitted in 1878 and commenced practice at Coggeshall. He was for many years subsequently a partner in the firm of Beaumont, Son and Rigden, of 33 Chancery-lane, and in addition practised for a long time at Maldon (Essex), in partnership with Mr. F. H. Bright. Mr. Beaumont was generally regarded as an authority on the law and customs of copyholds and as plaintiff in *Beaumont* v. *Jeffery*, 1924, 68 Sol. J. 867, unsuccessfully sought, as Lord of the Manor of Great Tey, to obtain the custody of the court rolls of that manor, relating to the period 1399 to 1659 and bought by the defendant in 1902. As a result of that decision a provision was inserted in the Law of Property (Amendment) Act, 1924 (2 Sch. 2 (2)), placing manorial documents "under the charge" of the Master of the Rolls, though remaining "in the possession or under the control" of the Lord of the Manor. He was keenly interested in archæology, and was honorary secretary of the Essex Archæological Society, from 1894 to 1903, and president in 1926 and 1927, frequently contributing to its publications. He was a fellow of the Society of Antiquaries for which he undertook an archæological survey of the County of Essex and was the author of "A History of Coggeshall," published in 1890. He also contributed to the Essex volumes of the "Victoria History of the Counties of England." H.

Reviews.

Law Relating to Innkeepers. C. C. Ross, M.A., of Lincoln's Inn and South-Eastern Circuit, Barrister-at-Law. Crown 8vo. pp. xv and 155 (with Index). 1928. The Solicitors' Law Stationery Society, Ltd., 22, Chancery-lane and Branches. 6s. net.

In these days of motoring, the inn is coming into its own once more, and therefore, this useful work makes its appearance opportunely. As the author quite rightly says, the law relating to innkeepers, though in many respects well settled, owes little to any codifying Acts. Indeed, the Innkeepers' Act of 1863, though limiting the liability of the innkeeper for the goods of his guest, cannot be said to have gone much further, with the result that we have to a large extent to rely on case law in solving the problems which arise. Quite properly, the author does not attempt to bring the licensing laws within its scope, but this work clearly explains the relationship of an innkeeper and his guest and the responsibility of the one to the other. The book should prove most useful and interesting not only to innkeepers and travellers, but also to their legal advisers. H.

Books Received.

Stephen's Commentaries on the Laws of England. Nineteenth Edition. Revised and largely re-written. General Editor: G. C. Cheshire, D.C.L., M.A., Barrister-at-Law. Consulting Editor: Sir John Miles, B.C.L., M.A., Barrister-at-Law. In Four Volumes. Vol. I.—Introduction, Courts and Procedure, The Law of Persons (F. H. Lawson, M.A.). pp. x, 385 and (Index) 35. Vol. II.—The Law of Property (G. C. Cheshire). pp. xiv, 593 and (Index) 58. Vol. III.—The Law of Contracts and Torts (G. C. Cheshire, Carleton Kemp Allen, M.A., M.C., and C. H. S. Fifoot, Barristers-at-Law). pp. xxi, 585 and (Index) 56. Vol. IV.—Criminal Law (C. H. S. Fifoot), Constitutional and Administrative Law (F. H. Lawson, M.A.). pp. xviii, 577 and (Index) 59. 1928. Butterworth & Co. (Publishers), Ltd. £6 6s. net.

The Unemployment Insurance Acts. Albert Crew and R. J. Blackham, C.B., C.M.G., C.I.E., D.S.O., M.D., Barristers-at-Law. Large Crown 8vo. pp. xvi and 195 (with Index). 1928. Jordan & Sons, Ltd. 10s. net.

The Bombay Law Journal. Vol. VI. No. 1. June, 1928. The Maneck Printing Press, Bombay 4. Single copy R. 1.8.0.

Super-Tax and Surtax (British and Irish Free State). How Computed and Assessed. With Index and List of Decided Cases. Chas. H. Tolley, A.C.I.S. Waterlow & Sons, Ltd. 2s. 6d. net.

Moneylenders' Tables. Sir William Schooling, K.B.E. pp. vii and 100. 1928. Longman's, Green & Co., Ltd. 15s. net.

The Property Companies' Year Book for 1928. A Concise Collection of Essential Data of the Past History and Present Position of Public and Private Property Companies registered in the United Kingdom. Alfred Ornstien. Demy 8vo. pp. 322. Simpkin, Marshall, Ltd. 7s. 6d. net.

The Continental Legal History Series. Vol. 8. A History of Italian Law. CARLO CALISSE, Professor of Law in the University of Rome and Senator of the Kingdom of Italy. Translated by LAYTON B. REGISTER, Lecturer on Law in the University of Pennsylvania. With Introductions by F. PARKER WALTON, formerly Director of the Khedivial School of Law, Cairo, and HESSEL E. ZUTEMA, Professor of Law in Columbia University. Medium 8vo. pp. lix and 827, with Index. 1928. John Murray, 50A, Albemarle-street, W. 30s. net.

Local Government, 1927. Comprising all Statutes, Orders and Cases and numerous Departmental Decisions affecting Local Authorities. ALEXANDER MACMORRAN, M.A., K.C., and F. C. ALLWORTH, M.B.E., F.R.G.S. Statutes, Orders, Circulars, Memoranda, Decisions. Medium 8vo. pp. xv, 645 and (Index) 13. 1928. Butterworth & Co. (Publishers), Ltd. 42s. net.

Minnesota Law Review. Journal of The State Bar Association. Vol. XII. No. 7. June, 1928. Minnesota Law Review, Minneapolis, Minn. 60 cents.

Tax Cases. Vol. XIII. Part I. 1928. H.M. Stationery Office. 1s. net.

The Fertilisers and Feeding Stuffs Act, 1926. With Explanatory Notes. H. J. JOHNS (of the Ministry of Agriculture). With Foreword by The Rt. Hon. The Lord BLEDISLOE, K.B.E. Demy 8vo. pp. x and 185. 1928. Butterworth and Co. (Publishers), Ltd. 10s. 6d. net.

Roman Law for Students. With a Selection of Questions set at previous Bar Examinations. OCTAVIUS HALL (Barrister-at-Law). Demy 8vo. pp. xii and 159 (with Index). 1928. Stevens & Sons, Ltd. 7s. 6d. (for cash 6s.) net.

Contracts of Sale, C.I.F. (Cost, Insurance, Freight). Second edition. A. R. KENNEDY, K.C. Demy 8vo. pp. xx and 200 (with Index). 1928. Stevens & Sons, Ltd., 10s., for cash 8s. net.

A Handbook of Church Law for the Clergy. E. J. C. NEEP and GEORGE EDINGER, B.A., Barristers-at-Law. Crown 8vo. pp. viii and 94 (with Index). 1928. A. R. Mowbray and Co. Ltd., London: 28 Margaret-street, Oxford-circus, W. 3s. 6d. net.

The Merry Accountant. A Little Book of Mnemonics with Diagrams and Illustrations. M. QUOBY. Formerly Assistant Accountant to the Corporation of Lloyds. With Foreword by Professor L. R. DICKSEE, M.Com., F.C.A., Emeritus Professor of Accountancy and Business Methods in the University of London. 1928. Crown 8vo. 96 pp.: Gee & Co. (Publishers) Ltd. 5s. net.

Correspondence.

Means of Enforcing Judgment Against a Married Woman.

Sir,—Is it not time that the law was altered so as to give a judgment creditor of a married woman who is restrained from anticipation some effective means of enforcing such judgment? At the present time, despite the fact that the debtor may have a very substantial income, if she is not trading and has no property which can be taken in execution, the judgment creditor has to be told that he would be well advised to write it off as a bad debt, notwithstanding that the debtor continues to live in comfort. Our experience teaches us that an examination under Ord. 42, r. 32, is of very little value.

There is an increasing number of women in receipt of substantial incomes (subject to a restraint) whose furniture is either covered by a marriage settlement or by a bill of sale and who are fully aware of the protection the law gives them. They live in good style, incur debts, and make no efforts to discharge them.

Quite recently, a married woman (residing in one of the "exclusive" squares), against whom we issued execution, telephoned and advised us to remove the "horrible" man in order to save the judgment creditor money, at the same time informing us that she was restrained from anticipating her income, that her furniture was covered by a marriage settlement, that the sheriff had been in three times in the last nine months, and had always had to be withdrawn. She further stated that her income was now reduced to £800 a year, and she could not possibly pay until things improved, but gave no indication when this was likely to happen.

In another recent case, after obtaining judgment under Ord. 14, against another married woman, we were informed by her solicitor that she was restrained from anticipation in relation to her income of a gross amount of approximately £11,000, that there was a bill of sale on her furniture, that she had a number of judgments against her, that she owed from £5,000 to £6,000, and that owing to the manner in which the plaintiff had acted, he (the solicitor) would advise that our client was placed at the bottom of the list for payment! Amongst her creditors for substantial amounts are a butcher, a milkman and a fishmonger.

In these circumstances, creditors naturally enquire whether it is possible to take any criminal proceedings. The objection that civil proceedings had been taken should not be allowed to prejudicethe matter, as obviously tradesmen do not know the position until they have obtained judgment. It is appreciated that it would not be easy to obtain a conviction, but, surely, if it can be shown that a married woman systematically incurs large debts and, despite having a substantial income, makes no attempt to pay her creditors, the court would be disposed to infer a fraudulent intent.

We are sure that other solicitors have similar experiences to those related above, and it may be that if we all voice our protests, something may be done towards remedying the present state of affairs.

LANGFORD, BORROWDALE & THAIN.

London, W.C.2.
26th June.

[The original justification for the restraint upon anticipation has practically disappeared; and it seems difficult to justify its continuance. On the contrary, much can be said for its abolition, root and branch, particularly in view of the fact that the state of affairs indicated above is not uncommon. As the law now stands the expense of abortive criminal proceedings, there is, of course, the danger of an action for malicious prosecution, though in cases such as the above any damages recovered would probably be small. The only course appears to be for a trade association to compile a history of a particular customer's career round the circle of its members, and to go to a criminal court with the following case: The defendant has been engaged on a career of fraud for a given period, and though each alleged fraud, by itself, might disclose no case to answer, the cumulative effect of the series provides evidence of system. See the Practice Note "Bogus Business," 72 SOL. J., at p. 380.—ED. *Sol. J.*]

FORMER TOWN CLERK SENTENCED.

Pleading "Guilty" to three charges of fraudulently converting to his own use three sums of money amounting to £438, received on behalf of the Mayor and Corporation of Tamworth, Robert Henry Briggs (thirty-eight), solicitor, and lately town clerk of the borough, was sentenced at the Stafford Assizes on Monday last to nine months' imprisonment in the second division. Mr. Wylie, for the prosecution, stated that the sums which the defendant admitted having misappropriated related to repayments by private owners in respect of mortgages on houses built under the Housing Act. The defendant said that the sole reason this trouble had arisen was that he had lent money foolishly and had given services foolishly for nothing. He denied having spent money on himself. Restitution would be made when he collected money from people who owed it to him.

NOTES OF CASES.

High Court—Chancery Division.

Bates, *In re:* Mountain *v.* Bates. Eve, J. 16th May.

WILL—TENANT FOR LIFE AND REMAINDERMAN—BONUS DECLARED ON SHARES—CAPITAL OR INCOME.

This was a summons asking whether certain cash bonuses declared by the directors of a company and paid to the testator's executors in respect of his shares in the company between the date of his death and the death of his widow in 1924 should be treated as capital of the testator's estate or as income thereof. The testator, who died in 1919, was at that time the registered owner of sixty-three shares of £10 each in the Anchor Steam Fishing Company, and the shares were valued for probate at £18 each. The company owned certain steam fishing vessels, and there had been sales of some of the vessels, the profits on the sales being considerably in excess of their book values. The surplus cash had been invested and carried to a suspense account. In 1919 the company distributed 30 per cent. on the shares, and three months later they decided to distribute a portion of the fund standing to the suspense account, and the executors received £10 a share. In the following year there was a similar distribution, and in the next year £1 a share. In 1923 the distribution represented the substantial figure of £20 a share.

EVE, J., in delivering judgment, said the company in anticipation of the distributions and possibly with a view to income tax and super tax, referred to them as payments out of capital, and said that they were not intended as dividends or bonus shares, but represented what had been termed "a total appreciation of capital assets." It represented assets which were not required to satisfy the creditors and shareholders. The fund was available for distribution either as dividends or bonuses or as a special distribution of ascertained profits from the appreciation of the capital value. It must therefore be treated as in the nature of income, and so far as it was distributable in the lifetime of the tenant for life it was receivable by her and was not to be treated as capital of the testator.

COUNSEL: *J. de Montmorency; H. Johnston; R. Turnbull; Howard Wright.*

SOLICITORS: *Gamlen, Bowerman & Forward; Williamson, Hill & Co.*, for *Bates, Mountain & West*, Grimsby; *Tarry, Sherlock & King.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Finlay and Co., Ltd. *v.* Kwik Hoo Tong Handel Maatschappij. Wright, J. 20th June.

CONTRACT—SALE OF SUGAR—SPECIFIED MONTH FOR SHIPMENT—BREACH—DAMAGES.

In 1920 the plaintiffs entered into three contracts to purchase Java sugar from the defendants, shipment to be made during July, August and September. Although the bill of lading in respect of the September shipment was dated 30th September, it was not in fact shipped until the following month, and some sub-buyers of the plaintiffs, finding that the sugar was not September shipment, refused to carry out their contract. The plaintiffs pleaded that if they had known the true facts they would not have accepted the sugar, and they now sought to recover damages. The defendants said that the sugar had been shipped in September, in that it had been put into lighters in September ready for shipment—alternatively they pleaded custom of the port by which goods were considered goods of a certain month's shipment if loading began on the last day of that month and continued into the next, which, they said, had happened in their case.

WRIGHT, J., found that the sugar was not a September shipment, and that the custom of the port had not been made out. The plaintiffs were entitled to damages which he held to be the difference between the contract price paid on taking delivery and the market price of the sugar.

COUNSEL: *Le Quesne*, K.C., and *D. B. Somervell*, for the plaintiffs; *Jowitt*, K.C., and *van den Berg*, for the defendants.

SOLICITORS: *Sanderson, Lee & Co.; Ballantyne, Clifford and Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Flather *v.* Hood. Charles, J. 20th June.

PREMISES—CLAIM FOR POSSESSION—VALID NOTICE—AGRICULTURAL HOLDINGS ACT, 1923, 13 & 14 Geo. 5, c. 9, s. 25 (1).

The plaintiff, a tomato grower, claimed from the defendant, a nurseryman, possession of part of the Park Nurseries, Wellington, Kent, comprising about an acre of land, three greenhouses and a packing shed. The defendant took the premises in 1925 under a written agreement which contained a three months' notice clause. The tenancy was later extended orally about the 23rd December, 1927, at a rent of £100 per annum, and in February and March, 1928, the plaintiff by letter gave notice to the defendant to determine the tenancy and claimed £25 4s. 1d. arrears of rent from the 25th December, 1927, to the 26th March, 1928. The defendant also gave the plaintiff three months' notice to determine the tenancy.

CHARLES, J., held that the agreement was that the defendant would take the premises at £100 per annum and would be willing to go out on a proper valuation. He said that under s. 25 of the Act the three months' notice given was a bad notice, whether given by the tenant or the landlord, and that if the landlord went to the court and sought possession he must show that the proper notice had been given. Section 25 must be read in the obvious meaning of the words at the beginning of sub-s. (1) of s. 25; no inference could be drawn from the fact that sub-s. (2) of s. 25 only referred to notice given by the landlord or the person in the position of the landlord.

COUNSEL: *C. M. Picciotto*, for the plaintiff, *J. B. Melville*, K.C., and *S. Seuffert*, for the defendant.

SOLICITORS: *Dollman & Pritchard*, for *R. G. F. Vickery*, of Bexley Heath; *Pyke, Franklin & Gould*, for *C. B. Searle*, of Dartford.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

A. G. Morley (Inspector of Taxes) *v.* Lawford & Co.
Rowlatt, J. 22nd June.

REVENUE—INCOME TAX—WEMBLEY EXHIBITION—MONEY PAID BY GUARANTOR—NOT A TRADE EXPENSE—ASSESSABLE TO INCOME TAX.

Appeal from a decision of the General Commissioners of Income Tax. The present respondents, asphalte contractors, of Stratford, E., were informed by a representative of the Wembley Exhibition that if they would subscribe to the guarantee fund for the undertaking of the Exhibition they would receive preferential treatment over non-guarantors in respect of asphalting work at the Exhibition. They thereupon guaranteed £500, but never received any orders for work to be done, and in 1925 were called upon to pay £375 under the guarantee. The General Commissioners of Income Tax, on an appeal against an assessment under Sched. D in respect of this sum, held that the £375 was paid wholly and exclusively for the respondents' trade or business and was an admissible deduction from their profits for income tax purposes. The Crown appealed.

ROWLATT, J., said that the Crown appealed on two grounds: (1) that this sum was a capital expense, and (2) that it was not sufficiently connected with their trade. He was of opinion that it was not a trade expense, so that it was not necessary

to deal with the first point. The case of advertising expenses was different, in that case trade was invited directly to the advertiser's door. Appeal allowed, with costs.

COUNSEL: *The Attorney-General (Sir Thomas Inskip*, K.C.), and *R. P. Hills* for the Crown; *Latter*, K.C., *du Parcq*, K.C., and *J. P. Eddy*, for the respondents.

SOLICITORS: *The Solicitor of Inland Revenue; Hulbert, Crowe & Hulbert.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Hayward and Another *v.* Hayward and Another.

Lord Merrivale, P. 8th May.

PROBATE — INTESTACY — GRANT OF ADMINISTRATION TO LAWFUL SONS OF INTESTATE—CLAIM TO REVOKE ON GROUND OF BASTARDY—EVIDENCE—COMPARISON OF HANDWRITING—PRESUMPTION OF LEGITIMACY.

In this probate action the plaintiffs, brothers of a deceased intestate, sought, on the ground of illegitimacy, to obtain revocation of letters of administration granted to the defendants, sons of the deceased. The facts and the nature of the evidence adduced appear from the judgment.

Lord MERRIVALE, P., in the course of his judgment, said: On 20th December, 1880, the late Mr. Arthur Alfred Hayward, who described himself in the marriage register as a bachelor of full age, was married, after banns had been published, at Trinity Church, in the Parish of St. Mary, Newington, to Marion Riddell, spinster. It has been established that there were born in wedlock the two defendants and other children. Mr. Hayward died in 1926 intestate, and the two defendants in this suit, with the assent of the plaintiffs, obtained a grant of letters of administration of the estate. They have gone a long way towards completing the administration. On 28th April, 1927, the plaintiffs, who were brothers of the defendants' father, issued a writ for the revocation of the grant and to have administration themselves. A grave issue has been raised. The plaintiffs have sought to establish that the defendants are illegitimate. An allegation of that kind, affecting birthright and inheritance, has to be proved in a strictly regular way. The plaintiffs said that at the time their brother, the deceased man, was married to Marion Riddell (who died in 1914) she was already a married woman, namely, the wife of Charles Rigby, to whom it was alleged she was married at St. Thomas' Church, Bethnal Green, on 31st March, 1878. The marriage register containing the name of Marion Riddell were the main evidence for the plaintiffs. The question of identity rests on the unsatisfactory foundation of the writing in a case in which there is an attempted bastardisation of the defendants. Apart from the fact that the plaintiffs have assumed the validity of the 1878 marriage, they have not proved that Mr. Rigby was alive at the time of the marriage in 1880. I am bound to make every presumption in favour of legitimacy, and, therefore, the action fails with costs.

COUNSEL: *F. J. Newman*, for the plaintiffs; *Beddington*, for the defendants.

SOLICITORS: *Simon, Haynes, Burlas & Ireland; J. R. Cort Bathurst.*

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

MIDWIVES ACTS, 1902 TO 1926.

The Minister of Health has appointed Mrs. Barton, J.P., as an additional member of the Departmental Committee which he set up shortly before the Whitsuntide recess to consider the working of the Midwives Acts, 1902 to 1926, with particular reference to the training of midwives (including its relation to the education of medical students in midwifery) and the conditions under which midwives are employed.

In Parliament.

Questions to Ministers.

RENT RESTRICTION ACTS.

Mr. CHAMBERLAIN, Minister of Health (Birmingham, Ladywood), informed Mr. Fenby (Bradford, E., L.) that he hoped to be able to make an announcement before the end of the Session as to the future of the Rent Restriction Acts.

NIGHT CLUBS.

Sir W. JOYNSON-HICKS stated, in answer to Lieut.-Com. Kenworthy, that he did not propose to introduce legislation to deal with bogus night clubs in the Metropolitan area.

LONDON GOVERNMENT.

In a written reply to a question addressed by Sir Robert Thomas to the Prime Minister, Mr. Chamberlain (Minister of Health) states; "The proposals of the Government in connexion with the rating relief scheme will involve material changes in the local government of London and a reduction in the number of authorities as now existing. I fear that the time at the disposal of the Government and Parliament would not enable any further action to be taken with regard to the general arrangements for local government in London."

"LAWS WHICH CANNOT BE UNDERSTOOD."

Lieut.-Col. JAMES (Bromley, U.), asked the Chancellor of the Exchequer whether his attention had been called to the criticisms of Mr. Justice Rowlatt in the King's Bench Division on 26th June on the subject of the interpretation of s. 21 of the Finance Act, 1922; whether, in particular, the statements of the learned judge to the effect that the people of this country were taxed by laws which they could not understand, and that that was the worst example of such legislation that had been put upon the Statute Book, had been brought to his notice; and whether he was prepared to set up an independent Committee to inquire and make recommendations for the clearer drafting of this rule, particularly in relation to the amendments contained in sub-s. (24) of s. 31 of the Finance Act of 1927, or whether he was himself prepared to take independent action that would relieve the taxpayer of the cost of litigation in the prosecution of his legitimate claims for relief.

Mr. CHURCHILL (Epping); My attention has been called to the remarks referred to. The legislation in question owed its origin to the ingenuity of taxpayers in avoiding liability to the supertax, and its length and complexity are mainly due to the multifarious qualifications made at the instance of Hon. Members of this House with a view to confining its application to the proper cases. Last year I appointed a Committee to review the whole law relating to income tax and supertax, and to see in what respects it can be simplified and rendered more intelligible to taxpayers. I do not think it is desirable, pending the completion of the Committee's task, to try to deal with the matter piecemeal.

ADMINISTRATION OF JUSTICE BILL.

On the second reading of the Administration of Justice Bill, a measure which has passed the Lords, and seeks to amend the provisions of the Supreme Court of Judicature (Consolidation) Act, 1925, relating to probate registrars and registries, and to amend the law with respect to the constitution of the Judicial Committee of the Privy Council.

Sir THOMAS INSKIP (Attorney-General) said the reform the Bill would bring about would complete the happiest of all combinations—efficiency and economy. He expressed very great regret that it had been found necessary that cl. 13—power to appoint Indian judges, etc., as additional members of the Judicial Committee of the Privy Council—had to be dropped. He regretted it because of the circumstances connected with the hearing of Indian Appeals. But the Government thought it right to jettison the clause in order to secure the passage of the Bill.

Sir HAMAR GREENWOOD (U., Walthamstow, E.) protested against the dropping of cl. 13. The Judicial Committee of the Privy Council was the only court in the land to which every one of His Majesty's subjects throughout the Empire could appeal. It required to be strengthened, but he would have objected to the proposal that the additional appointments should only be open to Indian judges. Such a discrimination would have been odious. For an Imperial Court the selection of members should be open to the whole Empire.

Sir HENRY SLESSER (Lab.-Soc., Leeds, S.E.) thought the matters dealt with in the Bill were useful and valuable. His only criticism was that so many matters which ought to be dealt with had been left out.

The Bill was read a second time without a division.

BANQUET BY THE LORD MAYOR

TO HIS MAJESTY'S JUDGES.

The Lord Mayor and the Lady Mayoress, in accordance with custom, entertained His Majesty's Judges at the annual banquet, on Friday, the 29th ult., at the Mansion House. A large and distinguished company were present, the guests including the Lord Chancellor and several Lords of Appeal, the Lord Chief Justice, the President of the Probate, Divorce and Admiralty Division, and the Chief Justices and Judges from many parts of the Empire who were home on leave.

In proposing the health of the Lord Chancellor, the Lord Mayor welcomed Lord Hailsham, who, he said, came there for the first time as the holder of that great and historic office.

Lord HAILSHAM, in the course of returning thanks, said that he recognised that it was as the Lord Chancellor that he was being honoured. His thoughts naturally turned to his predecessor, who for the greater part of the preceding year had been Lord Chancellor. Lord Cave had always had hereditary and personal associations with the City. He had been educated at the great school of the Merchant Taylor's Company which had contributed so many distinguished men to the public life of to-day. Lord Cave had always enjoyed his visits to the City and was never more happy than when he was addressing those who were responsible for its government. In an assembly such as that in which there must be so many who had been the personal friends of Lord Cave, he could not but say just a few words about his personal character. History would regard him as a lawyer and a statesman, but those who, like himself, had had the privilege of working with him during the last months of his life would, he thought, remember his career mainly as a supreme instance of courage and self-sacrifice in the discharge of the overwhelming duties of his office. If he had retired he might perhaps have prolonged his life. But he did not choose to relinquish the work so long as he thought he could be of any service to the State. His example would remain for many years a memory in the hearts of those who knew him and who loved him. For himself, he (Lord Hailsham) thanked the assembly for the generous welcome they had accorded to him. He should not be candid if he said he had not some feeling of regret at the surrender of the active competition and friendly rivalries of the Bar, and all the interests and associations of the House of Commons. Nobody could pass through those arenas without a real feeling of regret when the comradeship so engendered came to an end. When he passed to the House of Lords, when he found himself at the head of the great judiciary of the country, when he remembered the high calling of the judges of our land, when he remembered the high traditions which for many centuries past his predecessors had built up around the office he now held, it was no mock modesty or pretence when he said that he knew that however hard he might strive to do so he could never hope to attain to the full measure of the standard which he should like to reach in the discharge of his duties. But in undertaking them he was encouraged by the wishes and by the words of his friends at the Bar, and in the other branch of the profession to which he belonged, and by the kind thoughts of so many of those with whom he had worked in times gone by. It was customary, he believed, at these annual banquets for the Lord Chancellor to make reference to some of the legal events which more particularly affected the City, which had taken place during the preceding year. He did not see that there had been many material alterations. Only on the previous night the House of Commons had given a second reading to a Bill which, while not ambitious, would affect a number of useful reforms. He was sorry, however, to read that in order to gain a chance of passing that Bill it had become necessary to drop that part of it which related to the Judicial Committee of the Privy Council. He had presided at the hearing of every Crown Colony and Dominion Appeal that had occurred since he became Lord Chancellor, and was profoundly impressed by the importance of the maintenance of the great link of Empire between ourselves and our Dominions overseas. He was not sure that the public realised how great a strain was sometimes placed on that link. There were altogether to-day, with himself, seven persons in all whose duty it was to man the Committee, and as they always sat in two divisions, and the practice was for five judges to sit at each court, it meant that there were fifteen places to fill, and seven men whose duty it was to fill them. They had first of all from time to time the assistance of one or other of the judges from Dominions overseas. All that week he had had sitting with him in the Privy Council the Chief Justice of the Supreme Court of Canada, and they were all very grateful for the help he had been able to bring. The ex-Lord Chancellors, for no reward, were in the habit of lending their services and they owed a great deal to the help of men like Lord Haldane, Lord Finlay and Lord Buckmaster for the efforts they made to deal with the work. In recent years some of the judges who retired after years of service, had likewise given voluntary and unpaid help in the discharge of the duty of the Privy Council in the House of Lords; and people did not realise what they owed to men like Lord Phillimore, Lord Wrenbury, Lord Warrington, and others, who, quite unostentatiously, gave up their leisure to help them to do good work for the Empire. This voluntary help necessarily could not always be forthcoming, and it was also to be remembered that some of the members of the Privy Council must be advancing in years and not gaining in physical strength, and he thought it was a very great misfortune, when an effort was made to strengthen the Judicial Committee by the addition of two members to hear the Indian Appeals—a measure which was passed for the third year in succession in the House of Lords, a measure which made that provision, a measure which had been accepted by the Indian Legislature, who would have found half the salaries necessary to be paid, that then the petty jealousy of an insignificant clique in the House of Commons, masquerading under the guise of economy, should have jeopardised a far more vital interest in the efficiency of the great body. He referred to the subject only because he was conscious that the Judicial Committee imperatively needed strengthening, and because he knew that that strengthening could only be achieved by arousing public opinion to a sense of the need and a sense of the vital importance of the interests at stake. He hoped that it might be possible to arouse such a feeling in the country that when next he made an effort to strengthen the Committee, he might be able to carry the measure to a successful conclusion. One or two other measures it was hoped to bring before the House of Commons, among them a Bill to amend the Companies Act, which represented the fruit of much strenuous labour by a strong committee.

The LORD MAYOR submitted the toast of "His Majesty's Judges," and welcomed the many judges from abroad.

The LORD CHIEF JUSTICE, in responding, observed that perhaps those he was addressing might care to know that now at least the judges were, all of them, getting on quite well with their work. Parliament, at the instigation of that great and good Lord Chancellor, Lord Cave, having brought the number of His Majesty's judges up to their proper standard, they were now enabled to try cases as quickly as they were entered. There was to-day in the King's Bench Division nothing that could properly be called arrears, and that, too, in spite of the necessary absence of many judges on circuit. Some persons, no doubt, said, and probably a few of them thought, that the circuit system was a waste of time. Well, of course, the difference between judicial work in London and judicial work on circuit was that on circuit the hours were longer. In the work itself there was no intrinsic difference whatever, a murder or a forgery was precisely as grave, whether it was committed in Middlesex or in Northumberland. A collision between two stationary motor cars on the highway is precisely as serious, whether the absence of locomotion is in Surrey or in Cheshire. Nor had he quite succeeded in understanding which of two remedies, or innovations, the acrimonious critic of circuits really desired. Was the trial of causes, civil and criminal, outside the metropolitan area to be handed over to the local policeman or postman. Or were the parties, the witnesses, and all the other persons concerned to come up to the Law Courts in London, or the Central Criminal Court, bringing with them their appropriate jurors and suitable hotel accommodation? But perhaps, at the present moment, questions like these need not be regarded as definite matters of urgent public importance. If he dared to make that suggestion it was because he seemed to gather, from the usual sources of information, that the inhabitants of these islands were within measurable distance of a City of Eldorado, where there would be no judges at all. In those Isles of the Blest, unless all indications were misleading, all controversial questions would be decided in the third floor back of some one or other Government department, the decision so reached would not be open to appeal by way of case stated, mandamus, *certiorari*, prohibition, or otherwise, by any means whatsoever, and no party or other person interested would be permitted to appear or to offer evidence. The whole law would have been codified in a single interminable statute, consisting of thousands of sections and millions of sub-sections, without arrangement and without punctuation; no lawyers would be

tolerated, except a group of departmental advisers, departmentally appointed, and any question likely to excite difference of opinion would be submitted to those advisers beforehand on hypothetical facts and behind the backs of the parties. The Lord Chancellor himself would have been exchanged for a minister of administration, for whose office any knowledge of law, however slight, would be a statutory disqualification. Meanwhile, and until that happy day arrived, our fellow countrymen seemed somehow to think not too unkindly of judicial decisions given in open court upon real cases by perfectly independent and impartial judges, who were individually responsible, and who had heard both sides. Such and so great was our faith in liberty, nor was liberty anywhere more truly regarded or more fully understood than in the City of London.

Viscount DUNEDIN proposed the toast "The Profession of the Law."

The ATTORNEY-GENERAL replied for the Bar.

The PRESIDENT of the Law Society (Sir Cecil Coward) responded for the solicitor branch of the profession, observing that he thought the solicitors might take great credit to themselves for the assistance they had rendered to the community under the Poor Persons' Rules. This had been remarked upon from the Bench on many occasions. The Law Society had looked with a single eye to the maintenance of a high professional standard among solicitors.

The MASTER OF THE ROLLS proposed the health of "The Aldermen and Sheriffs."

Mr. Sheriff F. D. GREEN returned thanks.

The final toast "The Lord Mayor and Lady Mayoress" had been entrusted to the Lord Chancellor, but he said he thought it should be proposed by Sir Edward Clarke, who had adorned these gatherings for the past fifty years.

Sir EDWARD CLARKE accordingly proposed the toast, and

The LORD MAYOR having responded, the proceedings terminated.

The company included the following :—

Retired judges: Lord Wrenbury, Lord Warrington of Clyffe, Lord Darling, Sir Lancelot Sanderson, K.C. (late Chief Justice, Calcutta).

Lords of Appeal in Ordinary: Viscount Dunedin, Lord Atkin.

The Lord Chief Justice (Lord Hewart), the Master of the Rolls (Lord Hanworth), the President of the Probate, Divorce and Admiralty Division (Lord Merrivale).

Court of Appeal: Lord Justice Scrutton, Lord Justice Lawrence, Lord Justice Greer.

Chancery judges: Mr. Justice Eve, Mr. Justice Tomlin, Mr. Justice Clauson, Mr. Justice Maugham.

King's Bench judges: Mr. Justice Avory, Mr. Justice Rowlatt, Mr. Justice Salter, Mr. Justice Branson, Mr. Justice Finlay.

Probate, Divorce and Admiralty judge: Mr. Justice Bateson.

Judge of the Court of Arches: Sir Lewis Dibdin.

City judges: Sir E. E. Wild, K.C. (Recorder), Sir H. F. Dickens, K.C. (Common Serjeant).

Law Officers: Sir T. Inskip, K.C., M.P. (Attorney-General), Sir Boyd Merriman, K.C., M.P. (Solicitor-General).

Dominion and Colonial judges: The Rt. Hon. F. A. Auglin (Chief Justice, Canada), Sir E. Grimwood Mears (Chief Justice, Allahabad), Sir Auberson-Marten (Chief Justice, Bombay), Sir F. K. A. Barrett-Lennard (Chief Justice, Jamaica), The Hon. Gordon Hunter (Chief Justice, British Columbia), The Hon. J. L. Devaux (Chief Justice of the Seychelles), Sir William Murison (Chief Justice, Straits Settlements), Judge W. Ameer Ali (Gonda), Mr. Justice Blackwell (Bombay), Justice Sir B. Lindsay (Allahabad), Mr. Justice Feetham (S. Africa), Mr. Justice Gardiner (S. Africa), Mr. Justice Herdman (New Zealand), Mr. Justice Ashworth (Oudh), Mr. Justice Chotzner (Calcutta), Mr. Justice Fforde (Punjab), Mr. Justice Deane (Straits Settlements), Mr. Justice Otter (Burma), Justice Sir W. W. Phillips (Madras), Mr. Justice Odgers (Madras), Mr. Justice Harrison (Punjab), Mr. Justice Rich (Australia), Mr. Justice Clowes (Gold Coast), Mr. Justice Lyall Grant (Ceylon), Mr. Justice Panton (Calcutta).

County Court judges: His Honour Judge Sturges, His Honour Judge Atherley Jones, His Honour Judge Sir Alfred Tobin, His Honour Judge Shewell-Cooper, His Honour Judge Scully.

Metropolitan magistrates: Mr. E. C. P. Boyd, Mr. C. A. Bingley, Mr. A. J. Tassell, Mr. H. McKenna, Mr. Hay Halkett, Mr. Bertrand Watson.

King's Counsel: Sir Edward Clarke, Mr. H. P. Macmillan, Sir T. Hughes (Chairman of the General Council of the Bar), Sir John Risley (Colonial Office), Mr. Raymond Needham, Sir Claud Schuster, Sir Curtis Bennett, Mr. Cecil Whiteley, Sir Cecil Walsh, Mr. J. D. Cassels, M.P., Sir W. B. Clode (President, Railway Rates Tribunal).

Sir Cecil Coward (President of the Law Society), Mr. E. R. Cook (secretary), Sir G. H. Bonner (King's Remembrancer), Mr. A. F. Pickford (City Solicitor), Mr. W. H. Knox (Master, City of London Solicitors' Company), Sir C. Neish (Registrar, Privy Council), Sir H. Austin (Clerk of the Central Criminal Court), Mr. Wilfred Dell (Registrar, Mayor's Court).

There were a great many ladies present, and, with the number of uniforms, the gathering was exceptionally brilliant.

Societies.

The Law Society.

GENERAL MEETING.

(*Continued from p.* 455.)

BARRISTERS ACCEPTING BRIEFS FROM NON-SOLICITOR CLERKS TO LOCAL AUTHORITIES.

The General Council of the Bar in their annual statement for 1927 referred to the subject of local authorities instructing barristers without the intervention of solicitors. The statement was made that so far as the Bar Council could ascertain, though the practice was well established and recognised, the instances in which it was adopted were few in number and of small importance, and that to insist in every case on the local authority employing a solicitor would be imposing an undue burden upon small authorities without any corresponding advantage.

The Council of The Law Society have considered these statements and their views are expressed in their report on the subject in which it is pointed out (1) that the Bar Council in 1913 expressed the opinion that the practice was undesirable, and presumably still hold that view; (2) that so far as they (The Law Society Council) are aware, it is not well established or recognised; (3) that whether or not instances are few in number and of small importance, at the present time the ruling applies whether the cases are few or many, important or unimportant.

The Council of The Law Society place on record in the report their dissent from the view that the practice referred to is a correct indication of the practice governing the two branches of the profession.

This opinion has been communicated to the Bar Council and they have been informed that another opinion appearing in the Bar Annual Statement, 1927, is questioned and is under consideration by the Council, viz.; "A Barrister may advise gratuitously or for a fee on a question of Income Tax, provided no dispute has arisen, without infringing the etiquette of the profession."

LAW OF PROPERTY LEGISLATION.

Nothing of any serious moment has occurred under this heading during the past year. Practitioners are becoming more familiar with the Acts, and the volume of correspondence on this subject during 1926 and the early part of 1927 between the Society and its members has greatly diminished. Questions of procedure and practice do from time to time arise, but only on rare occasions.

One serious matter of complaint, which to some extent has been removed, was with regard to the fees payable for searches in various Local Land Registries, particularly in the case of searches with regard to dealings with several parcels of land on one transaction. Representations with regard to the Fee Order were made from time to time to the Lord Chancellor and to the Minister of Health, and ultimately, on the 22nd September, 1927, a new Local Land Charges Fee Order and Rules were issued, which came into operation on the 1st December, 1927. The amended Fee Order prescribes a reduced fee for each parcel of land (as defined in r. 16) beyond the first. Where several contiguous parcels of land are included in the same requisition for the purposes of the same transaction a reduced fee is prescribed for a search in the whole or any one part of the register and a fee will no longer be payable in respect of each entry recorded in the register.

The Council have received complaints that Local Land Charges fees are still too high, and they have indicated this view to the Lord Chancellor. His reply, however, has been that there is great difficulty in forcing a further reduction of fees upon the local authorities, as the Ministry of Health are of opinion that a smaller fee would leave the local authorities out of pocket.

The Council consider that for the present at all events no useful purpose would be served by urging a further reduction.

LAND VALUATION.

Certain correspondence between a member of the Society and the Land Union and the Surveyors' Institution as to

Government valuers acting as advocates was considered by the Council, and they communicated with the Chief Land Valuer on the subject. He stated that if the Superintendent Valuer appeared as advocate, he did so only on the special request of the local authority and upon very rare occasions. The view of the Valuation Department is that the Ministry of Transport, being liable for all or part of the purchase price, are entitled to appear personally in the proceedings.

Ancient Lights and Easements.

The law relating to rights of light and air and of support from adjacent buildings, and the law relating to dedication of highways, have been under consideration by the Council for some years, and they have held conferences on the subject with the Royal Institute of British Architects and the Surveyors' Institution. As a result the Council have passed the following resolutions :—

(1) With regard to the settlement of disputes arising out of claims to light and air, that instead of compulsory arbitration or any other tribunal, a judge of the High Court, assisted (if he or either of the parties so desire) by two expert assessors, would be the appropriate tribunal.

(2) That (subject to existing rights) the acquisition of easements of light and air under the Prescription Act, 1832, or under the common law fiction of a lost grant, should be abolished as from a fixed date.

(3) That as from that date such easements of light and air should be acquired only by express grant.

(4) That ss. 93 and 94 of the London Building Act, 1894, referring to the underpinning of adjoining buildings, should be made of general application whether a right of support does or does not exist.

(5) That in future the dedication of highways should not be presumed but should be evidenced only by written notice or direct documentary grant.

(6) That in any amendment of the law the question of rights of way and other easements should be more fully considered and dealt with on somewhat similar lines.

Copies of the foregoing resolutions have been forwarded to the Royal Institution of British Architects and to the Surveyors' Institution.

Public Rights of Way Bill.

This is a Private Bill, the main object of which is to allow time to run in favour of the public, even though no owner may have been in a position to dedicate the way to the public.

Registration of Title.

The Hastings Town Council applied last year for an Order in Council for the extension of the area of compulsory registration so as to include the County Borough of Hastings.

The Order has been made by the Privy Council accordingly.

Town Planning.

The attention of the Council has been directed on more than one occasion during the past year to the necessity which exists for taking special care in dealings with land and buildings to ascertain before completion if and to what extent the property is affected by a town planning scheme. Vendors' solicitors have found that their clients have been unaware of schemes affecting their property. The Council were glad therefore that the Ministry of Health invited them to send delegates to a conference of public bodies convened at the Ministry in March last for the purpose of considering the adequacy of the notices which are served upon those affected by town planning schemes. No resolutions were passed, but there was a consensus of opinion that personal service of notices of the first resolution upon owners and occupiers was essential, that advertisements in local newspapers of small circulation were apt to escape observation, and that special regard should be paid to the necessity of informing those who from time to time may be affected by de-zoning resolutions.

Poor Persons Procedure.

In March last the Council issued a report of the work of the Poor Persons Procedure Committees between the month of October, 1926, when the last report terminated, and the end of 1927.

Official Reports of Tax Cases.

It was suggested to the Council that it would be of general advantage if the names of the solicitors concerned in tax cases were mentioned in the official reports of the cases, as are those of counsel, it being difficult otherwise to obtain from fellow practitioners further details which might assist in similar cases, and the Board of Inland Revenue have now arranged that in future reports the names of the solicitors concerned will be included.

Estate Duty Office Requisitions.

In response to a request from the Council the Board of Inland Revenue have arranged to issue with every form containing printed inquiries, addressed by the office to solicitors, a blank "duplicate" in all cases where the original is returnable with replies.

Crown Proceedings.

No progress has been made towards introducing legislation to assimilate legal proceedings between the Crown and the subject to that between subject and subject.

Landlord and Tenant Act, 1927.

In the last annual report the Landlord and Tenant Bill was referred to, and it was stated that while the Council regarded with anxiety the fact that the Bill disturbed the principle of sanctity of contract they did not consider it fell within their province to oppose it. It was stated also that that they had submitted to the Home Secretary certain amendments for his consideration.

The Council have expressed the opinion that there is nothing in the Act which casts doubts upon the desirability of appointing solicitors as members of the panel of referees. Several solicitors have been appointed.

Notaries Public.

A complaint was made by a member of the Society that difficulties are experienced in the provinces in securing the services of notaries; and he suggested that the method of their appointment should be changed.

The Council have arrived at the conclusion that the present regulations with regard to the appointment of notaries are adequate, and that no alteration is needed.

Solicitors' Remuneration.

In April last a question was asked in the House of Commons whether it was proposed to remove the 33⅓ per cent. addition to solicitors' charges, and the Attorney-General replied as follows :—

"The power to make an addition of 33⅓ per cent. to certain costs allowed to solicitors was conferred by Orders made in December, 1919, and in July, 1925. The ground upon which these orders were made was the rise in the expense of carrying on a solicitor's business by reason of the general rise in rent, clerks' remuneration and materials. I regret to state that there has been no such fall in any of these items of expense as would justify the committee by whom these Orders were made in repealing them."

Proceedings before Magistrates.

There can be little doubt that it would be possible to a considerable extent to relieve stipendiary magistrates if some portions of their work could be undertaken by the various benches of magistrates at petty sessions.

Duplicate Grants of Probate.

Towards the beginning of last Long Vacation the Association of British Chambers of Commerce issued a statement to the effect that the majority of solicitors appeared to have "studiously avoided" making use of duplicate grants of probate, and that their method of registering actual probates had been a source of income to them through serious delay, inconvenience and expense to the estate and beneficiaries concerned. The Association expressed the opinion that a cheaper form of duplicate grant should be issued, and that trading companies should be compelled to accept it for registration.

The subject is still under the Lord Chancellor's consideration, and the Council have suggested that a clause should be inserted in the Companies Bill to compel companies to accept duplicate certified copies of the Probate Act.

Two points to which the Council attached importance are (*a*) that wherever possible all the testator's addresses should be included in the Probate Act; (*b*) that the addresses of the executors should also be included. It happens not infrequently that the address of the testator given in the probate is not the address appearing in the company's books, and special evidence of identification has to be secured.

At present the Probate authorities will not include more than two addresses in the Probate Act, even though more than two addresses appear in the will.

On the subject of identification a suggestion was made to the President of the Probate Division, that the deceased's occupation should in every case be stated in the grant. The President replied that various questions outside the question raised were involved, but that he would not lose sight of the matter.

Cardiff and Swansea Assize Courts.

Correspondence has taken place with the Under-Sheriff at Cardiff regarding the accommodation for solicitors and articled clerks in the Assize Courts at Cardiff and Swansea, as a result of which it is hoped that the accommodation will in future be on a more adequate scale.

The Cardiff Law Society have expressed their thanks for the Council's intervention.

THE SOCIETY'S LAW SCHOOL.

Mr. E. C. S. Wade, M.A., LL.M., who was appointed Vice-Principal and Deputy Director of the Society's Law School in August, 1924, and Principal and Director in August, 1926, has intimated to the Council his desire to relinquish that office at the end of the present session, when he will enter upon the appointments which have been offered to him of Fellow of St. John's College and University Lecturer in Law at Cambridge University. The Council have accepted Mr. Wade's resignation with great regret. His duties have been performed with ability and zeal entirely to their satisfaction. They wish him every success in his new sphere of activity.

Consequent upon the extension of the hours of teaching to the morning, the following gentlemen joined the Teaching Staff in the Autumn Term, 1927; as Tutor, Mr. R. Segar, M.A., Fellow of Magdalen College, Oxford; as Assistant Tutor, Mr. G. W. Keeton, M.A., LL.M., of Gonville and Caius College, Cambridge. The teaching work of the School now extends from 10 a.m. to 6 or 6.30 p.m. daily. The large number of students (486) during the session has prevented any appreciable relief in respect of accommodation resulting from the morning classes. The problem of housing the Law School therefore remains acute.

During the past four years, students reading at the School for a law degree at London University have shown a marked increase.

At the three Qualifying Examinations held in the period under review 319 present or past students were successful, viz.; 109 in the Final (Pass), and 124 in the Intermediate (exclusive of 86 who passed in Trust Accounts only).

In the Final (Honours) Examination three first, six second, and sixteen third classes were obtained by present or past students. The following prizes were awarded to students of the School; Clement's Inn, Clifford's Inn (twice) and the John Mackrell.

In the University of London LL.B. Examination, 1927, four students passed, three with Honours. Mr. K. H. Bain (University of Bristol and Society's Law School), the holder of one of the Society's studentships, was placed alone in the first class and awarded the University Scholarship.

Fifteen students were successful in the Intermediate Examination in Law of the University.

Moots were held during the winter terms and attracted an increasing number of students.

The *Bulletin of Recent Changes in the Law* has been issued terminally to students at all Law Schools; the number for the Spring Term, 1928, was enlarged to permit of a full note on the Landlord and Tenant Act, 1927.

In November, 1927, the first number of *The Bell Yard*, the magazine of the Law School, was published. It is proposed to issue two numbers each session. The magazine is not intended to be a legal periodical, but a record of the Law School and of the interests of its members.

The rugby football club completed its first full season. Two XV's had a full fixture list throughout the season.

TRINDER BEQUEST.

During the past year the Council have been able to assist two articled clerks, the sons of deceased solicitors, out of the trust fund so placed at their disposal.

BARRISTERS AND SOLICITORS.

Regulations have now been made by the Inns of Court abolishing the requirement that solicitors, before qualifying for call to the Bar, must pass or secure exemption from the Bar Preliminary Examination. These regulations further provide that the period of notice to be given by a solicitor seeking call to the Bar shall be reduced from twelve months to six months, excluding from the computation of the period the months of August and September.

This matter was referred to in the last annual report, and the Council are greatly indebted to the Bar Council for the interest which they took in this matter and the time and trouble they devoted to it.

AUSTRIAN LAND REGISTERS.

We are informed by the Foreign Office that a further part of the Vienna Land Register, consisting of 7,420 entries, has been reconstituted. The High Provincial Court of Vienna has instituted the verification proceedings for this group and has fixed the 15th August, 1928, as the closing date of the period within which notification may be made of rights not included in the published registers and within which objections against rights included in the registers may be raised. By means of the above, three-quarters of the destroyed land register have been reconstituted. A third group, which will probably contain the greater part of what still remains, will be completed in the course of the summer.

Legal Notes and News.

Honours and Appointments.

The First Lord of the Treasury has appointed Sir WILLIAM M. GRAHAM-HARRISON, K.C.B., to be First Parliamentary Counsel in succession to Sir Frederick Liddell, K.C.B. The appointment will, we understand, take effect at the end of the year, when Sir Frederick Liddell succeeds Sir Ernest Moon, K.C., as Speaker's Counsel. Sir William Graham-Harrison, who is now Second Parliamentary Counsel to the Treasury, was Solicitor for H.M. Customs and Excise from 1913 to 1917, was elected a Fellow of All Souls in 1925, and called to the Bar in 1927.

The Hon. Sir REGINALD W. COVENTRY, K.C., has been elected a Master of the Bencher of The Inner Temple. He was called to the Bar in 1896, and took silk in 1921.

Sir FREDERICK FRANCIS LIDDELL, K.C.B., has been appointed Counsel to the Speaker, in succession to Sir Ernest Moon, K.C. Sir Frederick was called by Lincoln's Inn in 1894.

Mr. BERNARD CAMPION, K.C., has been appointed a Metropolitan Magistrate to fill the vacancy caused by the resignation of Mr. VERNON R. M. GATTIE. Mr. Campion was called by Gray's Inn in 1899; became a Bencher in 1920, and took silk in 1923. He was Gilbart lecturer on banking at King's College from 1924 to 1927, when he was appointed Recorder of Northampton. Mr. Campion was on Thursday last sworn in before a King's Bench Divisional Court, consisting of the Lord Chief Justice, and Mr. Justice Charles.

The Home Secretary has appointed Mr. ALEXANDER MAXWELL, C.B., Chairman of the Prison Commissioners, of which body he has been a member for some time.

Mr. FRANCIS J. R. MOUNTAIN, solicitor, Deputy Town Clerk of Paddington, has been appointed Clerk and Solicitor to the Woking Urban District Council. Mr. Mountain was admitted in 1924.

Mr. HAROLD AYREY, Assistant Solicitor in the office of Mr. Bruce Penny, Town Clerk of Lambeth, has been appointed Deputy Town Clerk of Swansea in succession to Mr. C. F. NICHOLSON, appointed Town Clerk of Folkestone. Mr. Ayrey was admitted in 1922.

Mr. W. HANCOCK, Deputy Town Clerk and Solicitor to the Middleton (Lancs.) Corporation, has been appointed Deputy Town Clerk of Dewsbury.

Mr. HENRY WOOD, the Acting Town Clerk of Tamworth (Staffs) has been appointed Town Clerk in succession to Mr. R. H. Briggs, LL.B.

Mr. ERNEST PRESCOTT, M.A. (Cantab), solicitor (Messrs. Child & Prescott, 4 Serjeant's Inn, E.C.4), has been elected Master of the Merchant Taylor's Company for the ensuing year. Mr. Prescott was admitted in 1892.

Professional Announcements.

(2s. per line.)

Messrs. GEDGE, FISKE & GEDGE, Solicitors, of Hastings House, No. 10, Norfolk-street, Strand, W.C.2, have, as from the 1st day of July, 1928, taken into partnership Mr. ARTHUR AUGUSTUS HARVEY, who has been associated with them for over twenty-five years. The style of the firm will be "Gedge, Fiske & Co."

THE FUNCTIONS OF GRAND JURY.

The June session of the Central Criminal Court was opened by the Lord Mayor (Alderman Sir Charles Batho) at the Sessions House, Old Bailey. The Recorder of London (Sir Ernest Wild, K.C.), Mr. Alderman Jacobs, Mr. Sheriff H. E. Davenport, Mr. Sheriff F. D. Green, Mr. Under-Sheriff C. F. J. Jennings, and Mr. Under-Sheriff H. W. Capper were present on the Bench at the opening ceremony.

The Recorder, in charging the Grand Jury, explained that they had merely to ascertain whether there was what was called a *prima facie* case calling for answer. It was no part of their duty to hunt about for possible defences. In saying all that, he was not saying anything to belittle the important functions of the Grand Jury, because in his opinion and in the opinion of most of the judges the Grand Jury was a necessary part of our legal system and was a great bulwark of the liberty of the subject.

Turning to the calendar, the Recorder said it was a matter for congratulation that the number of cases involving death or bodily injury was far below the average. A most regrettable feature, however, was the large proportion of charges of alleged indecency.

COVENTRY QUARTER SESSIONS.

The restoration to Coventry of its ancient Recordership and Court of Quarter Sessions was the occasion recently of interesting proceedings in St. Mary's Hall, where a representative assembly attended the first sitting of the revived court, presided over by the new Recorder, Mr. J. F. Eales.

The Mayor, Alderman Fred Lee, expressed the pride felt by the citizens at the revival of the city's rights and privileges which were lost in 1842 by absorption into the County of Warwick. He pointed out that Coventry had had many famous Recorders, such as Sir Edward Coke and Oliver St. John, who became Lord Chief Justice.

The best description of the hall in which the present court was assembled was to be found, he added, in George Eliot's account of the trial of Hetty Sorel.

SUGGESTED TRANSFER OF SURREY ASSIZES TO KINGSTON.

Mr. Justice Avory, opening the Surrey Assizes at Guildford on 29th ult., said that on the last occasion on which he addressed the Grand Jury there he expressed the hope that within a reasonable time accommodation for the holding of the assizes would be provided at Guildford of a character more suitable than that place which he described as "the makeshift appurtenances of a cinema theatre." He understood that since then the Guildford Town Council, in consultation with Surrey Joint Standing Committee, had been preparing a scheme which would carry out the necessary improvements, and that plans had been prepared for a suitable building in the town.

In the last few weeks the judges had received from the Joint Standing Committee a letter suggesting that it would be more convenient and economical if the assizes were transferred to the County Hall at Kingston-on-Thames. Kingston was within the metropolitan police district, and he thought the next suggestion would be that the judges attending the assizes there should travel backwards and forwards to London, and so save the expense of providing the judges' lodgings at Kingston.

He thought the inevitable result of the transfer of the assizes to Kingston would be that at no distant date they would be removed altogether from the county and transferred to London.

"TRYING" A FILM.

Members of the Gray's Inn Debating Society sat in judgment recently in the Gobelins Restaurant on a recently produced British film, "The Ware Case," the greater part of which is taken up with depicting a coroner's inquest and a trial for murder at the Central Criminal Court.

After an animated discussion the film was pronounced by all the experts present to be without reproach from a legal point of view.

Mr. E. L. E. Rawlins, vice-president, said that the counsel shown really looked like counsel. Their little mannerisms, as well as those of the judge and the court officials, had all been studied from life.

Mr. Christopher Shawcross, hon. secretary, added his tribute of admiration for the demeanour of the prisoner, impersonated by Mr. Stewart Rome.

Court Papers.

Supreme Court of Judicature.

Date.	Rota of Registrars in Attendance on			
	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday July 9	Mr. Bloxam	Mr. Synge	Mr. More	Mr. Hicks Beach
Tuesday .. 10	Jolly	More	*Hicks Beach	Bloxam
Wednesday 11	Hicks Beach	Ritchie	*Bloxam	More
Thursday.. 12	Synge	Bloxam	*More	Hicks Beach
Friday 13	More	Jolly	Hicks Beach	Bloxam
Saturday .. 14	Ritchie	Hicks Beach	Bloxam	More
	Mr. Justice Maugham.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
Monday July 9	Mr.*Bloxam	Mr. Jolly	Mr. Ritchie	Mr. Synge
Tuesday .. 10	More	*Ritchie	Synge	*Jolly
Wednesday 11	*Hicks Beach	*Synge	Jolly	Ritchie
Thursday 12	Bloxam	*Jolly	Ritchie	*Synge
Friday 13	*More	*Ritchie	Synge	Jolly
Saturday .. 14	Hicks Beach	Synge	Jolly	Ritchie

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 12th July, 1928.

	Middle Price 4th July	Interest Yield.			Yield with Redemption.		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	86⅝	4	12	6	—		
Consols 2½%	56	4	8	6	—		
War Loan 5% 1929-47	101⅝	4	18	9	4	18	9
War Loan 4½% 1925-45	98	4	12	6	4	16	6
War Loan 4% (Tax free) 1929-42	100⅜	4	0	0	4	0	0
Funding 4% Loan 1960-1990	90½	4	8	0	4	11	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	94¾	4	6	0	4	7	0
Conversion 4½% Loan 1940-44	98½	4	12	0	4	16	0
Conversion 3½% Loan 1961	78⅛	4	9	0	—		
Local Loans 3% Stock 1921 or after	65	4	12	0	—		
Bank Stock	264	4	11	0	—		
India 4½% 1950-55	93	4	17	0	5	0	0
India 3½%	71½	4	18	0	—		
India 3%	61½	4	17	0	—		
Sudan 4½% 1939-73	96xd	4	14	0	4	17	0
Sudan 4% 1974	86	4	13	0	4	17	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3	13	0	4	6	0
Colonial Securities.							
Canada 3% 1938	85	3	12	0	4	18	0
Cape of Good Hope 4% 1916-36	94	4	5	0	5	0	6
Cape of Good Hope 3½% 1929-49	81	4	7	0	5	0	0
Commonwealth of Australia 5% 1945-75	99	5	1	0	5	2	6
Gold Coast 4½% 1956	95	4	15	0	4	17	6
Jamaica 4½% 1941-71	95	4	15	0	4	18	6
Natal 4% 1937	94	4	5	0	5	0	0
New South Wales 4½% 1935-45	90	5	0	0	5	7	0
New South Wales 5% 1945-65	98	5	2	0	5	3	0
New Zealand 4½% 1945	97	4	13	0	4	17	6
New Zealand 5% 1946	103	4	17	0	4	16	6
Queensland 5% 1940-60	99	5	1	0	5	3	0
South Africa 5% 1945-75	102	4	18	0	5	0	0
South Australia 5% 1945-75	98	5	2	0	5	0	0
Tasmania 5% 1945-75	101	4	19	0	5	0	0
Victoria 5% 1945-75	98	5	2	0	5	0	0
West Australia 5% 1945-75	98xd	5	2	0	5	2	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	64	4	13	0	—		
Birmingham 5% 1946–56	104	4	16	6	4	16	0
Cardiff 5% 1945–65	103	4	17	0	4	18	0
Croydon 3% 1940–60	71	4	5	6	5	0	0
Hull 3½% 1925–55	77xd	4	11	0	5	0	0
Liverpool 3½% Redeemable at option of Corporation	75	4	13	6	5	0	0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	55	4	11	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4	12	6	—		
Manchester 3% on or after 1941	64xd	4	13	6	—		
Metropolitan Water Board 3% 'A' 1963–2003	66	4	12	0	4	17	0
Metropolitan Water Board 3% 'B' 1934–2003	67	4	9	6	4	15	6
Middlesex C. C. 3½% 1927–47	83xd	4	4	6	4	17	0
Newcastle 3½% Irredeemable	72	4	17	0	—		
Nottingham 3% Irredeemable	64	4	15	6	—		
Stockton 5% 1946–66	101xd	4	19	0	4	19	0
Wolverhampton 5% 1946–56	103	4	17	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	84	4	15	6	—		
Gt. Western Rly. 5% Rent Charge	102½	4	17	6	—		
Gt. Western Rly. 5% Preference	97½	5	2	6	—		
L. & N. E. Rly. 4% Debenture	77	5	4	0	—		
L. & N. E. Rly. 4% Guaranteed	72½	5	19	6	—		
L. & N. E. Rly 4% 1st Preference	59½	6	14	0	—		
L. Mid. & Scot. Rly. 4% Debenture	80	5	0	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	79	5	1	0	—		
L. Mid. & Scot. Rly. 4% Preference	72½	5	10	6	—		
Southern Railway 4% Debenture	80	5	0	0	—		
Southern Railway 5% Guaranteed	100½	5	0	0	—		
Southern Railway 5% Preference	92½	5	8	0	—		

UNADMITTED managing clerk desires change, Manchester or Liverpool preferred, sound knowledge conveyancing, estates, etc. Married, Age 35.—"H.," Solicitors' Law Stationery Society, Ltd., North Johnstreet, Liverpool.

SOLICITOR, with good all round experience, including advocacy, desires engagement (London, country or abroad). Salary by arrangement.—"D.M.," Box 404, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WILL SOLICITOR gratify young man's flair and realise his ambition to become a lawyer? Experienced bookkeeping, office routine; small salary commencing.—"S.," Box 492, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ADMITTED Managing Clerk, general practice large city seven years, two years sole charge, desires engagement owing to amalgamation. Specialities: litigation, advocacy. Athletic, bachelor, and insatiable worker. —"M.P.," Box 459, c/o Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (32), admitted in 1920 and now practising on own account, desires post as managing clerk or assistant solicitor in an extensive and well-established conveyancing practice, preferably, but not essentially, in South Wales or Monmouthshire. Accustomed to act without supervision in conveyancing and probate matters, and also willing to assist generally. Advocacy not objected to, if required. Can arrange to be available at short notice. Able to converse in Welsh.—Write "A.B." Box 343, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (37), now in practice on own account, small connection, desires managing clerkship in London, with liberty to practise. Salary by arrangement.—"J." Box 448, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor, Honours Graduate in Laws, Prizeman and Honours, energetic and experienced general London practice, at present salaried partner in London, desires change and seeks appointment with firm in City or West End with view to ultimate partnership; expert conveyancer under new Acts and accustomed to interview and advise clients and to act without supervision. —Box 441, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR (24), woman, good experience London and country; conveyancing, common law and general; willing undertake advocacy; accustomed interviewing clients; desires post London or within 50 miles. Salary by arrangement; would consider temporary post.—"C." Box 440, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ELDERLY Solicitor desires light position (entirely without supervision, if required), litigation or conveyancing (latter preferred), London.—"P.Q.," Box 294, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, experienced in Conveyancing, is open to assist solicitors by post.—Box B. 331, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (35), Cambridge graduate, desires Managing Clerkship. Good general experience.—Apply "Alpha," Box 320, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PROVINCIAL Solicitors desiring to open London office on favourable terms, with or without assistance, should write.—"Subscriber," R., Box 354, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S." Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

YOUNG Solicitor undertakes drafting accounts, looking up points, etc., for busy solicitors in return for small charge.—"E." Box 275, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR'S Clerk desires re-engagement. Good all-round knowledge. Shorthand and typewriting. In or near Hastings preferred.—Box 37, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

THE Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-OFFICER, age 43 years, Public School education, with own car, seeks employment, anything. Thorough knowledge of shipping (outside management) and transport road, rail, river. Would consider assisting traveller or go abroad. 4018.

EX-OFFICER and wife require immediately position as Caretakers in or near London. Highest possible references. 2085.

EX-R.A. OFFICER willing to do anything, qualified chauffeur, organist, or would do secretarial work. Shorthand typist. 7233.

ARMY Pensioner, Warrant Officer, Class 1, energetic, capable, trustworthy, adaptable, sober, exemplary character, desires any position of trust. Experienced general office routine. Cash and store accounts. Can type. 4375.

EX-OFFICER, Major R.A.F., having 17 years' legal and 8 years' Civil Service experience in administrative capacities, desires position as private secretary or welfare officer. Excellent credentials. Keen worker. 9192.

HUSBAND and Wife desire joint post managing good-class licensed hotel. Good personalities, hard workers. Wife experienced practical caterer (good cook). Husband wide travelled, good organiser and experienced business man. Willing go abroad. 2979.

ARTICLED CLERKS.

CLERK (25), seven years' experience, knowledge of conveyancing, probate and general practice passed Intermediate, requires new articles for two years owing to death of principal; London firm; salary required about £2 a week.—"G.C.B.," Box 479, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising in London, desires to enter into an arrangement with another under which each would take the other's son under articles for 5 years.—"H.G.M.," Box 470, Solicitors' Journal, 29, Breams-buildings, E.C.4.

ARTICLED CLERK.—Vacancy in old-established West Country firm. Following appointments held: Clerk to the Justices, Clerk to the Income Tax Commissioners, Steward of the Manor. Excellent opportunity to learn all branches of the profession.—"E.," Box 349, Solicitors' Journal, 29, Breams-buildings, E.C.4

PRACTICES AND PARTNERSHIPS.

A FIRM of Privy Council Agents desire to acquire, or amalgamate with, a sound Solicitor's Practice. Capital available.—Apply Hooper & Son, 41, Snow-hill, E.C.1.

GENERAL Practice of a Solicitor in Midland City, for Sale, owing to ill-health (old established), reasonable figure.—Apply "C.," Box 490, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, with high-class practice in large South Coast town, wants active partner, with some experience. Easy terms to the right man.—"Z," Box 449, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LONDON SOLICITOR with public appointments, seeks amalgamation with, or succession to solicitor desiring partial or complete retirement; energetic worker; capital available.—"H," Box 432, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR wishes to purchase small practice in City for cash.—"B," Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, London, with good class practice, wishes to amalgamate with a substantial firm.—Reply "L.," Box 423, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, having well-situated offices London and good class business, wishes to meet another similarly situated with a view to amalgamation.—Reply "Z.," Box 424, Solicitors' Journal, 29, Breams-buildings, E.C.4.

TO SOLICITORS.

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Partnerships, Amalgamations, Appointments, etc.

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SOLICITOR desires to purchase Partnership or Succession (conveyancing, probate and general); moderate capital; preliminary working arrangement preferred.—Reply "A.," Box 330, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, aged 34, admitted 1920, last two years London, following country general practice, desires partnership or succession. East Anglia preferred. —Apply "B.S." Box 311, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CAPITAL available for first-class Conveyancing succession; seaside or country preferred.—L., Box 335, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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HENDON.—In undoubtedly the finest position adjoining "The Bell" in a district which is rapidly developing, magnificent first-floor suite of Offices, at rentals from £75 p.a., inclusive; entrance and lobbies carefully maintained and every other convenience. Eminently suitable for Professional men. Further details of Drivers & Norris, 407, Holloway-road, N.7. 'Phones, North 1503/4.

ADELPHI.—Large office, two smaller, ground floor, good position, £150 inclusive.—"H.W.," Box 496, Solicitors' Journal, 29, Breams-buildings, E.C.4.

FIRST FLOOR OFFICES over Estate Agents, High Street, Dorking. Excellent opportunity for branch office of old-established firm of Solicitors. Mutual co-operation desired. Moderate rental. Separate lavatory accommodation, with lavatory basin. Pearson, Cole and Shorland, High Street, Dorking. Telephone 320.

CITY solicitor requires occasional use of office. Practising on own account. One with possibility of taking over small succession preferred.—"M.S.," Box 485, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LINCOLN'S INN FIELDS.—To be Let, Suite of well-lighted Offices in this choice position; good lease, moderate rental.—Apply sole agents, Wallen & Clunn, 82, Queen-street, E.C.4, or Rogers & Coates, 83, Kingsway, W.C.2.

CITY SOLICITOR has Furnished Office with use of telephone and staff to let. Mutual assistance. Prospect of early succession.—Write, with particulars and capital available, "H.L.," Box 90, Solicitors' Journal, 29, Breams-buildings, E.C.4.

OFFICES.—Suite of five Offices to let, Bedford-row.—Apply "C.G.C.," Box 453, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITORS wish to let two good and exceptionally well-lighted rooms in excellent modern building near the Bank of England. Services of outer office staff for attending to callers, etc., available, if desired. Suitable for solicitor or other professional man, or as office and board-room of a company.—"M.," Box 406, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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